

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA – FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 97	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

PWS**PERFORMANCE WORK STATEMENT (PWS) as of 04/25/2017**

Contract Number:	Will be completed at time of award
Tracking Number:	DTMSIDP
Follow-on to Previous Contract Number:	HC1047-16-P-4010

1. Contracting Officer's Representative (COR).**a. Primary COR.**

Name:	Will be completed at time of award
Organization:	Will be completed at time of award
Department of Defense Activity Address Code (DODAAC):	Will be completed at time of award
Address:	Will be completed at time of award
Phone Number:	Will be completed at time of award
Fax Number:	
E-Mail Address:	Will be completed at time of award

b. Alternate COR.

Name:	Will be completed at time of award
Organization:	Will be completed at time of award
DODAAC:	Will be completed at time of award
Address:	Will be completed at time of award
Phone Number:	Will be completed at time of award
Fax Number:	Will be completed at time of award
E-Mail Address:	Will be completed at time of award

2. Contract Title. DISA Talent Management System (DTMS) Readiness Assessment and Individual Development Plan (IDP) System and Workforce Development Competency Consulting Support Services.

3. Background. DISA personnel currently use the DTMS to conduct mission essential readiness assessments and Individual Development Plans (IDPs) which support and improve the analysis, training, and professional development of the DISA workforce. This requirement is to provide a solution that meets the DISA requirements for the DTMS readiness assessment and individual development plan program for systematically assessing competencies. This capability includes several DISA-specific reports, for the purpose-built to efficiently support competency management, planning, implementation, training, reporting, and analysis by employees, supervisors, and managers. All DISA employees are required to use the IDP tool to assess their current skill set and identify gaps where additional training/experience is required. DISA Services Development's Business Systems PMO (SD2) and Workforce Development (MP5) are the main DISA stakeholders as SD2 is responsible for business systems development, and MP5 is responsible for developing the workforce and reporting on competency levels.

The current system has a webserver running on Cold Fusion that interacts with a Structured Query Language (SQL) database and provides a user interface. The SQL database interfaces with DISA's Corporate Management Information System (CMIS) and incorporates manpower reports (exported as csv). The system operates on two servers at present; one webserver, one database server, however will be transitioned to a Virtual Operating Environment (VOE) at a DISA Data Center by the end of 3rd Quarter Fiscal Year 2017.

4. Objectives: The objective is to obtain a commercial, non-developmental solution that meets the requirements as identified in this PWS, for a competency assessment and readiness system. The system functionalities must track

and report employee assessments, employee readiness, IDPs, supervisor review, approve or return-for-changes dates, completions of planned training, and completions of IDP developmental activities. In order to accomplish this, the contractor shall coordinate, resource, and execute the below functions:

- Refining system requirements based on user requirements and implementing DTMS software and functionality.
- Testing and validating DTMS software and functionality.
- Sustaining and maintaining software and functionality and security posture.
- Continued Competency Model analysis, updates, and Competency SME services.

5. Scope.

The contractor shall provide, implement, secure, and sustain a DISA Talent Management System (DTMS) to provide a Competency Readiness Assessment tool for DISA employees agency wide and fully document all work and system configuration completed under the contract pursuant to the guidelines entailed herein.

The government may require surge support during the base or any option period, and surge modifications will be within the scope of the contract and provide increased support for the defined task areas of this PWS. Surge support over the life of the contract will not exceed 20% of the contractor's total proposed cost/price for the base and all option periods, excluding any six-month extension of services pursuant to FAR 52.217-8.

6. Performance Requirements.

The contractor shall provide support for all application implementation, support, and onsite activities—including, but not limited to, training and competency workshops. The application shall be hosted in a Defense Enterprise Computing Center (DECC) and shall include both a production and test environment. The contractor shall be responsible for configuring the application in compliance with the appropriate Security Technical Implementation Guide(s) (STIGs). The contractor will not have privileged access to the operating system(s) of hosted servers. All configuration and application changes shall be tested in the test environment before being deployed in the production environment. The application shall be configured to interface, store, and display PII information in compliance with Federal and DoD Laws, Regulations, and Policies. All contractor DTMS work shall be completed pursuant to a contractor provided schedule following the tenets of the Project Management Body of Knowledge. The contractor shall provide all necessary licenses and keys to the Government. The Government shall receive unlimited Government purpose rights to use the application as configured and delivered as stated in the software licenses. The license costs shall be separate line items on the contract.

6.1 Task 1 Program Management

The contractor shall provide oversight of all contracted efforts. The contractor shall communicate with the COR on all issues related to project outcomes. The contractor shall attend the kick-off meeting in person to discuss the project approach, schedule, milestones, and points of contact.

6.1.1 Subtask 1 – Kick-Off Meeting (KOM)

The contractor shall attend a KOM with all partners to establish a baseline of understanding after the contract award or as directed by the Contracting Officer (KO) at a location to be determined by the Contracting Officer Representative (COR) within ten (10) business days of contract award. Participants will include SD2 and MP5 Staff, KO, COR and any key contractor personnel and Government staff. At the KOM, the contractor shall present the details of its intended approach and approximated project schedule for review and approval by the COR. The KOM will serve to resolve strategic questions, refine goals, define success, and explore the biggest challenges and breakthrough opportunities for the Government. This will be the beginning of a dialogue between the Government and the Contractor to ensure successful execution of this contract by the contractor. The Contractor shall coordinate the agenda for the KOM and include, as a minimum, the following:

- Introduction of management and technical teams
- Presentation of management plans and reports, technical issues, resolutions, and mitigation strategies
- Establishment of common understanding of the contract

- Other relevant items may be introduced at the discretion of the Contractor and/or the Government

Deliverables: KOM Agenda
Briefing Materials
Action Item Lists
KOM Minutes

6.1.2 Subtask 2- Project Schedule

All contractor DTMS work shall be completed pursuant to a contractor provided schedule following the tenets of the Project Management Body of Knowledge. The project schedule shall include key milestones and activity information for the program and tasks identified in this PWS. The schedule shall be maintained and updated once a month, at a minimum.

Deliverables: Project Schedule

6.1.3 Subtask 3- Monthly Status Report (MSR)

The Contractor shall submit an MSR that includes by-task financial, performance, and schedule status including proposed changes to the schedule as detailed in the management plan, property accountability, technical accomplishments, issues and risks, and planned activities for the next reporting period. Any issues requiring Government response or action shall be identified to the Government immediately and status captured in monthly reports.

Deliverables: Monthly Status Report

6.1.4 Subtask 4- Contract Transition

Prior to contract expiration, or in the event of a contractual change or turnover, the contractor shall provide at a minimum all materials and support necessary to accomplish a seamless and expeditious transition of the tasks identified in this PWS to the incoming contractor. The shall include electronic copies of the following: all in-progress working files; historical files for all tasks; Concept of Operation (CONOPS) procedures, and final phase out meeting with Government, incumbent and the new contractor. The contractor shall support a formal contract close-out process, including the documenting of lessons learned throughout the life of the contract. All deliverables shall be provided 60 calendar days before the end of the contract.

Deliverables: Transition Plan
In-progress working files
Historical files
Concept of Operation (CONOPS) procedures
Lessons Learned

6.2 Task 2 System Implementation and Configuration

The contractor shall provide and implement a commercial, non-developmental solution that tracks and reports readiness assessments/IDP submission dates, supervisor review, approve or return-for-changes dates, completions of planned mandatory training, and completions of developmental activities. The contractor shall fully document in writing all work completed to implement and configure the system, to include the systems architecture, configuration settings, and software versions and shall provide the Government with the aforementioned documentation according to the parameters set in the deliverable timetable below.

The contractor-provided commercial, non-developmental solution shall provide the following:

- 6.2.1 DISA Organizational Hierarchy. The contractor shall ensure the system mirrors DISA's existing and future organizational hierarchy. At present, DISA's Organizational Hierarchy is represented by page 3 of the Technical Data Package and Joint Table of Distribution (JTD) including supervisor and employee information. The system shall import data from the JTD. This import and

update of DISA organizational information shall be done on a nightly basis. All requisite reports shall reflect DISA's existing and future organizational hierarchy and JTD and be filterable by component down to the Branch/Individual employee level. The system shall have the functionality for the assessments to have multiple proficiency levels (using Industry Standards and approved by DISA) for the employee to select their skill level. Each competency/skill shall have a definition of the competency. This definition will be defined and approved by the COR. This information exchange will contain PII and shall be secured accordingly.

- 6.2.2 Reports. The following filtered, accurate ad hoc reports shall be available, accessible, and included, in real time, to the various organizational levels at DISA including percentage and total numbers: Assessments and IDPs submitted to the Supervisor, Assessments in progress but not submitted, Assessments and IDPs Approved by the Supervisor, Assessments and IDPs Denied by the Supervisor, Adjustable Readiness Measurement reports, Top 5 Competencies, Top 5 Below Competencies standards, and skill gaps (job series shortages and overages which include where we have excess skills and where we are lacking). The system shall have an Employee Self-Assessment Report which will include the following fields: competency/skill; target proficiency level; employee selected proficiency level and skill gap (difference between target and employee selected proficiency level). Reports shall be able to be viewed on screen, or downloaded in different print ready PDF and Microsoft Excel formats.
- 6.2.3 Formulas. The contractor shall ensure all calculations, formulas and/or algorithms align with key terms, metrics, reports and related DTMS system outputs.
- 6.2.4 Visual Display of Reports. The contractor shall provide graphs, charts and tables to align with terms, calculations, formulas and algorithms throughout the DTMS system. Each report shall be evaluated for distribution restrictions and properly marked (e.g. FOUO and / or PII).
- 6.2.5 Data Integrity. The contractor shall ensure and verify that all graphs, charts, and tables match the terms, calculations, formulas and algorithms throughout the DTMS system.
- 6.2.6 IDP Functions: The system shall prepopulate all the employee's competency skill gaps from their self-assessment into the IDP Short-term Goals field. The system shall integrate with the DISA eLearning System and DISA Online Training System (DOTS) to allow employee to select a course which fulfills IDP identified development activity or competency shortfalls and populate the corresponding elements in DTMS. DOTS is a listing of scheduled training events, which can include DISA hosted, DISA funded, Directorate Funded and Program Based training. DOTS also provides a method for DISA employees to submit requests and receive approval to attend the various training events.
- 6.2.7 IDP Functions. The IDP functions shall be configured as follows and as changes are made further configuration changes may be necessary to ensure the desired functionality is achieved: The IDP function shall have three (3) fields available (short-term goals/long-term goals/objectives). A link to lookup courses in DOTS or eLearning shall be available. If a course is selected, the fields shall be filled-in automatically. The fields shall also have the functionality to be manually entered. The email when submitted by the employee to the supervisor shall be programmed with prepopulated with customized DISA verbiage, to be provided post contract award by the COR. The employee's supervisor shall have the ability to approve or disapprove the IDP. If the supervisor selects disapprove, the system shall allow the supervisor to add comments that will be sent to the employee. The disapproval and comments shall be automatically emailed to the employee by the system, with the reasons identified by the supervisor. Once actions are taken by employee for updating the IDP, the system shall allow the supervisor to go through approval process again. The system shall allow employees to edit a previously approved developmental activity to show completion of activity (does not need supervisor approval). All other IDP changes (including updates to short-term goals, long-term goals, developmental objectives, and additions/deletions to developmental activities) shall require approval from the employee's supervisor. The system shall allow for the use of a previously approved IDP as a template to create a new IDP, which shall follow the approval process stated above. The IDP shall be approved as a whole, not at the individual development activity level.
- 6.2.8 Assessments. The contractor-provided system shall allow employees to take self-assessments based on the Competency Model defined by DISA, based partially on the OPM Competency Dictionary: Multipurpose Occupational Systems Analysis Inventory Competencies (MOSAIC)

and National Institute of Cybersecurity Education (NICE) cybersecurity specific competencies. The competency model associates the employee's series, grade, and focus with a collection of questions on a 1-5 rating scale. The employee self-assessment shall have the functionality to be routed/viewed by the employee's supervisor for a decision to approve or deny/reject. If the supervisor denies/rejects the self-assessment, the system shall have the functionality to notify the employee of the denial/rejection. The supervisor shall have an area to give feedback or justifications for why assessment is denied. Once employee action is taken on updating assessment, the supervisor must review and again approve or deny/reject the assessment. The assessment will be completed once it has the supervisor's approval. The system shall have the functionality for the assessments to have multiple proficiency levels (using Industry Standards and approved by DISA) for the employee to select their skill level. Each competency/skill shall have a definition of the competency. This definition will be defined and approved by the COR.

- 6.2.9 Assessment/IDP Tracking/Reporting. To ensure IDPs and assessments can be tracked during all sections of the process, the system shall include the following system statuses/terms: Not Started {Definition: Employee has not started the assessment/IDP}; In Progress {Definition: Employee has started the assessment but has not Submitted the assessment to the supervisor}; Submitted {Definition: Employee has submitted the assessment/IDP to the supervisor for approval}; Denied {Definition: The supervisor has denied the assessment/IDP and has sent back to the employee for changes. Once the employee starts the changes, the stamp will change back to In Progress; and Approved {Definition: The supervisor has approved the assessment/IDP, no more changes are required.}.
- 6.2.10 Assessment Proficiency Scale Definitions. The assessment proficiency scale definitions shall use industry standards and reflect the following: N/A- Not applicable; No Experience or Knowledge; Novice – Basic skill level, knowledge and experience, requires close supervision; Intermediate – Intermediate skill level, knowledge and experience, requires minimal supervision; Advanced - Advanced skill level, knowledge, and broad experience, requires little or no supervision; and Expert – Expert skill level and knowledge, extensive experience, requires no supervision.
- 6.2.11 Assessment Proficiency Scale Numbers. The assessment proficiency scale definitions shall use industry standards and be used to calculate skill gaps. Example: No Experience or Knowledge = 0; Novice = 1; Intermediate = 2; Advanced = 3; and Expert = 4.
- 6.2.12 Skill Gap Calculations. The system shall have the functionality to calculate an employee's skill gaps by using the DISA defined Competency Model. For reporting and calculations, a Skill Gap of 0 Meets Standard; Skill Gap of a positive number indicates a skill gap; Skill Gap of a negative number is above standard.
- 6.2.13 Employee Readiness Calculations. The system shall have the functionality to calculate the readiness of an employee based on the assessment skill gaps and determine if the employee is at required level, above required level or below required level. The system shall use only an approved assessment to show employee readiness.
Future Changes to Readiness Calculations: The COR may make changes to the calculation used for employee readiness. These will depend on outcomes from SME discussions and competency workshops.
Each competency score shall be put in one of two categories: Core or Non-Core. Only core competencies shall count for the employee readiness calculation / score. The employee's Skill Gap for each Competency shall be added together to get a final score. A score of 0 is the Target; a positive number is Above Target; a negative number is Below Target. Reports must be available showing the readiness of individual employees and for each organization level.
- 6.2.14 Supervisor Readiness Dashboard: The systems shall (1) Provide a view or tab to show the following information for each organizational level: All DISA, Center, Directorate/Organization, branch, or multiple branches. Tab shall include: Total Number of Employees, % Submitted, % Approved, % Above Target and % At Target, % Below Target. (2) Provide a view or tab for "by Series", to show the following: Total Number of Employees, % Submitted, % Approved, % Above Target, % and At Target, % Below Target.
- 6.2.15 Agency Readiness Calculations. The contractor shall calculate agency readiness based on COR approved assessment readiness scores. All approved employee assessment readiness scores will be defined by DISA after post award.

- 6.2.16 Top/Below 5 Competencies. The Top and Below Competencies calculations, charts and reports shall reflect the following: Competencies shall be determined by using COR approved assessments only. Only core competencies shall be used in the calculations. For Top 5 Competencies, approved assessments with core competencies at or above standard. Each competency with this score shall be summed up and the competency with the highest sum down to the 5th competency with be considered as the top 5. The Top 5 Competency Chart/Report shall show only the following information: Name of competency (from highest rank) and number of times scored at at/or above standard for all approved assessment. For Below 5 Competencies, all approved assessments with core competencies below standard shall be included. Each competency below standard shall be summed up and the competency with the highest sum down to the 5th competency with be considered as the below 5. The Below 5 Competencies Chart/Report shall show only the following information: Name of competency (from highest rank) and number of times scored below standard for all approved assessment. A separate report shall show by job series Top/Below 5 for each competency type. The system shall have the functionality for skill gap reports to be made available by individual employee, top 5/below 5 skill gaps by job series.
- 6.2.17 Competency Levels. The system shall have the functionality to customize the competency model to meet DISA's requirements. The system shall have the functionality to drill down to a minimum of four (4) levels, For example, entry level, intermediate level 1, Intermediate level 2, Senior
- 6.2.18 Competency Development Guide. The system shall create Competency Development Guides (CDGs) that shall be included for each series, Information Assurance (IA), and (Defense Acquisition Workforce Improvement Act (DAWIA), and FM 500 Series and for each performance level. The CDGs provide employees with a comprehensive list of professional, leadership, and technical competencies as well as associated developmental activities from DISA eLearning training, DOTS, DAU, etc. The CDGs shall be available to view on screen, for download via PDF and Excel, and for printing. The CDGs can assist in employee preparation to advance in a current position, move into a new career path, or become a leader. The contractor shall be responsible for ensuring that CDGs are updated to reflect updates/changes make to skills and developmental activities in real time (i.e. when SME workshops are completed). The Competency Development Guides are based upon Career Development Guides which are the output of the Competency Workshops identified in section 6.5, Task 5.
- 6.2.19 The system shall utilize PKI Authentication.

Milestone Completion Schedule for Task 6.2

Task #	Location in System	Description	Due Date
A	Initial Solution Implementation	The initial solution should be installed / implemented, following appropriate Risk Management Framework (RMF) process for Authorization and Accreditation.	Within 1 month of award
B	Risk Management Framework (RMF)	Receive Interim Authority to Operate (IATO) within	Within 4 months of award
C	Risk Management Framework (RMF)	Authority to Operate (ATO)	Within 9 months of award
D	Assessments	Update DTMS assessment reports to meet new calculations, terms and definitions, as confirmed by SD2 and MP5	Within 3 months of implementation

Deliverables: Initial System
 First Draft Systems Documentation
 Documentation of the Application STIG and necessary application configurations
 Evidence to support A&A to be loaded in eMass
 Systems Documentation

Release Schedule and Plan
 Release Notes
 Requirements Matrices
 Systems Diagrams
 Report Descriptions, Maps, and Calculations Data (trace the calculations and data pulls)
 Inclusion of progress status in Monthly Summary Report (See Task 1)

6.3 Task 3 System Maintenance

The contractor shall provide DISA with standard system maintenance, to include upgrades throughout the performance year to keep the system current with any DISA organizational, regulatory, or otherwise required, changes, to include but not limited to, security requested upgrades or documentation. The contractor shall resolve, within 48 hours, issues that impact the core functionality of the system and usability of the system, system problems, access issues, bug fixes, security vulnerabilities, and software updates that occur during supported year. Support shall be provided for technical problems with the functions of the software. Contractor shall not make updates or changes to system functionality without prior approval from the COR.

The contractor shall work with the COR to maintain remote access to the DTMS environment which will enable the contractor to provide the required levels of support for purposes of performing diagnostics, maintaining the security posture, examining configuration, evaluating competency activities, and generating/publishing new reports. The contractor shall conduct monitoring and sustainment activities which shall cover required coding (i.e. SQL, Java, ColdFusion, etc.) and configuration activities necessary to sustain the application's security posture.

The contractor shall support the effort using Government tracking systems as required; including IT Service Management (ITSM) for help desk tickets, Forge for Change Management, and eMass as necessary for Risk Management Framework Authorization and Accreditation

The contractor shall use a Government environment external (test environment) for the production DTMS system accessed by DISA, including any required databases, etc., for testing system upgrades, troubleshooting system issues and testing of new features. The system shall be available to DISA for user acceptance testing for new requirements, upgrades, training materials creation, etc.

If development activities are required for this system, as determined by the COR, the contractor shall provide a development environment aligned with system requirements.

Deliverables:

User Accounts to Complementary Systems (i.e. test environment)
 Inclusion of issues or concerns in Monthly Summary Report (See Task 1)

6.4 Task 4 Issue / Incident Resolution

The contractor shall provide support to the DISA Global Service Desk ITSM Ticket resolution process. The contractor shall act as a Subject Matter Expert in support of the DISA Help Desk personnel. The contractor shall provide and maintain scripts addressing common Tier I issues and frequently asked questions to help the DISA Global Service desk with one-call resolution. The contractor shall provide DISA with on call Tier II email and phone support during normal business hours (8 AM- 5 PM) for any issues that may arise with operation or usage of the system. Tier II support is for those issues that cannot be resolved by DISA Global Service Desk. The contractor shall resolve all Tier II incidents within four business hours of the incident being reported and ticket created...

Deliverables: Inclusion of incidents in Monthly Summary Report (See Task 1)

6.5 Task 5 DTMS Readiness/Competencies

The contractor shall update Readiness and Competency definitions, measures and requirements, annually, to ensure currency with regulations, standards, policies, guides, or doctrine, etc. DISA will review and update readiness and

competency definitions at least annually. Out of cycle changes shall comply with emerging laws, regulations, or policies as mandated by the Office of the Secretary of Defense (OSD) and public law. The contractor shall make the required changes to the system using proper agile software development and deploy practices.

The contractor shall facilitate and support up to eight annual Subject Matter Expert Workshops, focused on reviewing and updating competencies by job series. The contractor shall be the expert on working with DoD/OPM, and/or federal Government competency models and the vendor's software. Any changes to the system resulting from these workshops shall follow the deliverable requirements for systems changes as specified in Tasks 1 and 2 above, including release documentation, updated system documentation, release notes, and updated system descriptions and diagrams.

Deliverables: Inclusion of results in Monthly Summary Report (See Task 1)

6.6 Task 6 System Training

The contractor shall create and maintain documentation for all DTMS functionality by role (employee/supervisor/admin). Documentation should include DTMS Manuals (admin/employee/supervisor); DTMS reports guide, a Quick Reference Guide for Employees and Supervisors, and system frequently asked questions (FAQs). In addition, the contractor shall create training courses and materials for the system functionality based by role (employee/supervisor/admin) for the workforce. The contractor shall create 508 compliant videos for employees and supervisors on system usage. All initial training documentation and videos, as well as updates to documentation and video must be reviewed and approved by the COR. Any changes to system functionality will require updates to all documentation and videos. Updates to the documents and/or videos shall be completed within 30 calendar days of the change/update. The contractor shall train DISA select administrative personnel on all system functionality including admin functions, employee and supervisor role functionality. Additionally, the contractor shall train DISA admin personnel after any major changes/updates which result in a new functionality.

Deliverables: Inclusion of training material completion status in Monthly Summary Report (See Task 1)

Role Functionality Documentation
Reports Guides
Manuals
508 Compliant Instructional Videos
Quick Reference Guide
Frequently Asked Questions
Training Courses

6.7 Task 7. Additional Enhancements – SURGE/Optional Task

Additional enhancements to DTMS are envisioned and are deemed as optional tasks at this time. Due the current uncertainty of these requirements the Government plans to use the SURGE CLIN to exercise these additional tasks once the Government becomes aware of the exact requirements, timeline, and funding availability for these enhancements. It is anticipated that Surge support over the life of the contract will not exceed 20% of the contractor's total proposed cost/price for the base and all option periods, excluding any six-month extension of services pursuant to FAR 52.217-8. These enhancements include:

6.7.1 Automated Database Interfaces: The system shall import information from automated learning systems (i.e. eLearning, DOTS, DAU), and pre-populate course information into the system for the IDP development activity. Note, 6.1.7 and 6.1.8 are for the linking and incorporation, whereas this section (6.7.1) is for the automated and near real time population of data.

6.7.2 Automated parsing of JTD into DISA Organizational structure: The system shall parse the JTD down to the division and branch DCodes. This requirement builds on the system's capability to parse the DISA organizational information from the JTD import file into the current DISA organizational structure with appropriate DISA personnel. The enhancement to the capability, is that organizational information shall go down to the individual branch and division (DCodes) levels.

6.7.3 Archive of IDP Courses: The system shall keep an archive of IDP courses completed for each employee for 5 years (regardless of employee status).

Deliverables for 6.7: Updated Software reflecting automated database interfaces

Updated Software reflecting automated JTD parsing to the branch level
 Updated Software reflecting enhanced archive capabilities

7. **Performance Standards.**

Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance
Task 1: Program Management	Performance occurs with no required re-performance or re-work at least 90% of the time. Problems that occur are minor and are resolved in a satisfactory manner.	Periodic Inspection
Task 2: Implement and Configure the system	Materials contain required information and are delivered on time at least 90% of the time. Revisions that occur are minor and are resolved in a satisfactory manner.	Periodic Inspection with Customer Input
Task 3: System Maintenance	Performance occurs with no required re-performance or re-work at least 90% of the time. Problems that occur are minor and are resolved in a satisfactory manner.	Periodic Inspection
Task 4: Issue Resolution	Performance occurs with no required re-performance or re-work at least 90% of the time. Problems that occur are minor and are resolved in a satisfactory manner.	Periodic Inspection
Task 5: DTMS Readiness / Competencies	Performance occurs with no required re-performance or re-work at least 90% of the time. Problems that occur are minor and are resolved in a satisfactory manner.	Periodic Inspection with Customer Input
Task 6: System Training	Materials provided with no required re-performance or re-work, on time, at least 90% of the time. Documents are delivered on time at least 90% of the time, with minimal grammatical editing required. Revisions for grammar and content are minor and are resolved within 2 business days.	Periodic Inspection
Task 7: Additional Enhancements- Optional Task	Performance occurs with no required re-performance or re-work at least 90% of the time. Problems that occur are minor and are resolved in a satisfactory manner.	Periodic Inspection

8. Incentives. The Government will positively and/or negatively review the contractor's performance based on the success or failure in meeting quality assurance surveillance plan objectives. The Government will make determinations for option period awards based on contract performance, as measured by this surveillance plan. The contractor is incentivized to earn favorable Government reviews to support continuation of DISA work and to

support contract awards with other Government agencies seeking DISA's input on the contractor's past performance and the CPARS.

Failure to meet a stated delivery performance standard as identified in the Milestone Completion Schedule for Task 6.2 will result in a \$1,000 credit to the Government for the 1st instance; \$3,000 for the 2nd, & \$5,000 for the 3rd instance. The credit will be reflected in the invoice following the event. Disincentives applied will be reflected in the relevant CPARS entry.

9. Place of Performance.

The tasks shall be performed at the contractor's site and at DISA HQ 6910 Cooper Ave, Ft. Meade, MD, 20755. Travel in and around the primary place of performance may be required throughout the period of performance. Additional travel within CONUS may be required to support the requirements of this PWS.

9.2 Alternate Place of Performance - Contingency Only. As determined by the Contracting Officer's Representative (COR), contractor employees may be required to work at an alternate place of performance (e.g., home, the contractor's facility, or another approved activity within the local travel area) in cases of unforeseen conditions or contingencies (e.g., pandemic conditions, exercises, Government closure due to inclement weather, etc.). Non-emergency/non-essential contractors should not report to a closed Government facility. Contractor shall prepare all deliverables and other contract documentation utilizing contractor resources. To the extent possible, the contractor shall use best efforts to provide the same level of support as stated in the PWS. In the event the services are impacted, reduced, compromised, etc., the Contracting Officer or the contractor may request an equitable adjustment pursuant to the Changes clause of the contract.

9.3 Travel

Travel in and around the primary place of performance may be required throughout the period of performance. Additional travel within CONUS or OCONUS may be required to support the requirements of this PWS.

9.3.1 Local Travel:

Travel will be considered local travel within 50 miles of the individual's main place of performance/duty station. Local travel will not be reimbursed.

9.3.2 Continental US (CONUS)

In coordination with the COR or ACOR, the contractor may be required to support activities outside the NCR. The contractor shall inform the COR, in writing, of the estimated total travel costs prior to any travel outside the NCR. The COR or ACOR will coordinate such requests. Travel outside of the National Capital Region shall be approved in writing by the COR prior to the travel occurring. Specific travel requirements shall be coordinated with the COR/ACOR and shall be in accordance with Federal Acquisition Regulation (FAR) 31.205-46 requirements and limitations. Reimbursement for travel expenses shall be made in accordance with the Federal Travel Regulations.

10. Period of Performance. The period of performance will be one (1) base year plus three (3) 12-month option years to be exercised as the discretion of the Government. In addition, FAR clause 52.217-8 will be included which allows the Government to authorize performance for an additional 6 months if deemed necessary.

11. Delivery Schedule.

The deliverables identified below are required under this effort.

PWS Task#	Deliverable Title	Format	Due Date	Distribution/Copies	Frequency and Remarks
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6.1.1 Subtask 1 Program Management	KOM Agenda	Contractor (CTR) propose preferred format for SD2 approval.	5 business days after award	Standard Distribution	Single time
6.1.1 Subtask 1 Program Management	Briefing Materials	CTR propose preferred format for SD2 approval.	5 business days after award	Standard Distribution	Single time
6.1.1 Subtask 1 Program Management	Action Item Lists	Microsoft Excel	Final Wednesday of the month post contract award	Standard Distribution	Monthly, Final Wednesday of the month
6.1.1 Subtask 1 Program Management	KOM Minutes	CTR propose preferred format for SD2 approval.	5 business days after KOM	Standard Distribution	Single time
6.1.2 Subtask 2 Program Management	Project Schedule	CTR propose preferred format for SD2 approval.	15 business days after award	Standard Distribution	Updated Final Wednesday of the month
6.1.3 Subtask 3 Program Management	Monthly Status Report	Microsoft Word	Final Wednesday of the month post contract award	Standard Distribution	Monthly, Final Wednesday of the month
6.1.4 Subtask 4 Contract Transition	Transition Plan	Varied based on Documentation type. MS Word is acceptable.	Upon notification from the Government (not less than 2 months before end of contract)	Standard Distribution	Two months prior to the conclusion of contract
6.1.4 Subtask 4 Contract Transition	In-progress working files	Varied based on Documentation type. MS Word is acceptable.	Upon notification from the Government (not less than 2 months before end of contract)	Standard Distribution	Two months prior to the conclusion of contract
6.1.4 Subtask 4 Contract Transition	Historical files	Varied based on Documentation type. MS Word is acceptable.	Upon notification from the Government (not less than 2 months before end of contract)	Standard Distribution	Two months prior to the conclusion of contract

6.1.4 Subtask 4 Contract Transition	Concept of Operation (CONOPS) procedures	MS Word	Upon notification from the Government (not less than 2 months before end of contract)	Standard Distribution	Two months prior to the conclusion of contract
6.1.4 Subtask 4 Contract Transition	Lessons Learned	MS Word	Upon notification from the Government (not less than 2 months before end of contract)	Standard Distribution	Two months prior to the conclusion of contract
6.2 Task 2 Define and implement DTMS software and functionality	Initial System	Varied based on Documentation type. CTR propose preferred format for SD2 approval.	30 calendar days after award	Standard Distribution	30 calendar days after award
6.2 Task 2 Define and implement DTMS software and functionality	First Draft Systems Documentation	Varied based on Documentation type. CTR propose preferred format for SD2 approval.	30 calendar days after award	Standard Distribution	First Draft is complete upon approval from COR
6.2 Task 2 Define and implement DTMS software and functionality	Documentation of the applications STIG and necessary application configurations	Varied based on Documentation type. CTR propose preferred format for SD2 approval.	30 calendar days after award	Standard Distribution	30 calendar days after award
6.2 Task 2 Define and implement DTMS software and functionality	Evidence to support A&A to be loaded in eMass	Varied based on Documentation type. CTR propose preferred format for SD2 approval.	30 calendar days after award	Standard Distribution	30 calendar days after award
6.2 Task 2 Define and implement DTMS software and functionality	Systems Documentation	Varied based on Documentation type. CTR propose preferred format for SD2 approval.	15 calendar days after receiving approval of First Draft from MP5	Standard Distribution	Quarterly, first Monday of the month
6.2 Task 2 Define and implement DTMS software and functionality	Release Schedule and Plan	Varied based on Documentation type. CTR propose preferred format for SD2 approval.	As scheduled per the Project Schedule	Standard Distribution	At minimum, 30 calendar days prior to a release
6.2 Task 2 Define and implement DTMS software and functionality	Release Notes	Varied based on Documentation type. CTR propose preferred format for SD2 approval.	As scheduled per the Project Schedule	Standard Distribution	At maximum 3 calendar days post release

6.2 Task 2 Define and implement DTMS software and functionality	Requirements Matrices	Varied based on Documentation type. CTR propose preferred format for SD2 approval.	As scheduled per the Project Schedule	Standard Distribution	Quarterly, first Monday of the month
6.2 Task 2 Define and implement DTMS software and functionality	Systems Diagrams	Varied based on Documentation type. CTR propose preferred format for SD2 approval.	As scheduled per the Project Schedule	Standard Distribution	Quarterly, first Monday of the month
6.2 Task 2 Define and implement DTMS software and functionality	Report Descriptions, Maps, and Calculations Data (trace the calculations and data pulls)	Varied based on Documentation type. CTR propose preferred format for SD2 approval.	As scheduled per the Project Schedule	Standard Distribution	Quarterly, first Monday of the month
6.3 Task 3 System Maintenance	User Accounts to Complementary Systems (i.e. test environment)	Email	As scheduled per the Project Schedule	Standard Distribution	As needed
6.6 Task 6 System Training	Role Functionality Documentation	Varied based on Documentation type. CTR propose preferred format for MP5 approval.	As scheduled per the Project Schedule	Standard Distribution	Annually
6.6 Task 6 System Training	Reports Guides	Varied based on Documentation type. CTR propose preferred format for MP5 approval.	As scheduled per the Project Schedule	Standard Distribution	Updated as needed with each software release
6.6 Task 6 System Training	Manuals	Varied based on Documentation type. CTR propose preferred format for SD2 approval.	As scheduled per the Project Schedule	Standard Distribution	Updated as needed with each software release
6.6 Task 6 System Training	508 Compliant Instructional Videos	Varied based on Documentation type. CTR propose preferred format for SD2 approval.	Within 30 calendar days of software delivery	Standard Distribution	Updated as needed with each software release
6.6 Task 6 System Training	Quick Reference Guide	Varied based on Documentation type. CTR propose preferred format for SD2 approval.	As scheduled per the Project Schedule	Standard Distribution	Updated as needed with each software release

6.6 Task 6 System Training	Frequently Asked Questions	Varied based on Documentation type. CTR propose preferred format for SD2 approval.	As scheduled per the Project Schedule	Standard Distribution	Updated as needed with each software release
6.6 Task 6 System Training	Training Courses	Varied based on Documentation type. CTR propose preferred format for SD2 approval.	As scheduled per the Project Schedule	Standard Distribution	Updated as needed with each software release
6.7 Task 7 Optional Enhancements	Updated Software reflecting automated database interfaces	Varied based on Documentation type. MS Word is acceptable.	30 calendar days after exercise of option.	Standard Distribution	Updated as needed with each software release
6.7 Task 7 Optional Enhancements	Updated Software reflecting automated JTD parsing to the branch level	Varied based on Documentation type. MS Word is acceptable.	30 calendar days after exercise of option.	Standard Distribution	Updated as needed with each software release
6.7 Task 7 Optional Enhancements	Updated Software reflecting enhanced archive capabilities	Varied based on Documentation type. MS Word is acceptable.	30 calendar days after exercise of option.	Standard Distribution	Updated as needed with each software release

*Standard Distribution: Contracting Officer and Contracting Officers Representative.

12. Security Requirements. The work under this PWS will be at the Unclassified level. All security requirements are specified in the PWS and DD Form 254, Contract Security Classification Specification.

This section shall be considered a supplement to block 13 of the Government provided DD 254, Contract Classification Specification. The following security requirements shall apply to this effort.

References:

- a. DOD 5200.2-R, DOD Personnel Security Program.
- b. DISAI 240-110-36, Personnel Security.
- c. DOD 5220.22-M, National Industrial Security Program Operating Manual.
- d. DOD 5220.22-R, Industrial Security Regulation.
- e. DODM 5200.01, Vol 1-4 Information Security Program, 24 February 2012
- f. DISAI 240-110-8, information Security
- g. DISA Policy Letter, Unauthorized Connections to Network Devices, 11 Sep 2013
- h. DISA Form 786

12.1 Facility Security Clearance. The work to be performed under this contract is up to the Unclassified level. Therefore the company is not required to have a Facility Clearance from the Defense Security Service Facility Clearance Branch.

12.2 Security Clearance and Information Technology (IT) Level. All personnel performing on or supporting a DISA contract in any way will be U.S. citizens. There are two level(s) of personnel security requirements under this contract covering the following types of positions: (examples below, remove the content that is not applicable.)

12.2.2 The following type(s) of position(s) and task(s) require(s) an interim secret IT-II eligibility when performance starts. The following task(s) require(s) an interim secret IT-II eligibility (Task 1-3, 5-7):

- Subject Matter Expert (Intermediate) (Tasks 1-3, 5-7)
- Software Systems Engineer / Senior Analyst (Tasks 1-3, 5-7)

12.3 Investigation Requirements.

12.3.1 All personnel requiring Secret access under this contract shall undergo a favorably adjudicated Tier 3 Investigation formerly known as a National Agency Check, Local Agency Check and Credit Check or Access National Agency Check and Inquiries as a minimum investigation. The Tier 3 Investigation will be maintained current within 10-years and requests for Secret Periodic Reinvestigations will be initiated by submitting a Tier 3R investigation prior to the 10-year anniversary date of the previous Tier 3 Investigation.

12.3.2 Contract employees that do not meet the investigation requirements for Secret IT-I access may be granted such access by the DISA Personnel Security Office (DISA PSO) provided there is no disqualifying information within the adjudicative guidelines that cannot be mitigated. The DISA PSO will request the contract employee complete an Electronic Questionnaire for Investigation Processing (e-QIP). The DISA PSO will review the e-QIP and if there's no disqualifying information, the individual may be eligible for Interim Secret IT-I access. Once favorable results are returned from the Federal Bureau Investigation (FBI) name and fingerprint check, the National Agency Check portion of the investigation is completed favorable, DISA PSO may grant the Interim Secret IT-I provided all other conditions are met. Contract employees found ineligible for Interim Secret IT-I access will not be allowed to support a DISA contract requiring Secret IT-I access and must wait for final favorable adjudications by the appropriate adjudication facility.

12.4 Adjudication for Secret IT-I access. Favorable Adjudication of any previous SSBI, SBPR or Phased Periodic Reinvestigation by any of the DoD Central Adjudication Facility or other federal adjudications facilities within a five year period will be automatically accepted for final Secret IT-I access.

12.4.1 The following are the requirements, which must be met prior to granting of interim Secret IT-I authorization:

- The security manager will forward a written request for interim Secret IT-I authorization to DISA PSO for approval. The request for SSBI (e-QIP, FBI name and fingerprint check) must be sub-mitted by DISA PSO to the OPM.

12.5 Visit Authorization Letters (VAL). Visit requests shall be processed and verified through the Joint Personnel Adjudication System (JPAS) to SMO DKABAA10 and SMO DKADAL. JPAS visits for contracts are identified as "Other" or "TAD/TDY" and will include the Contract Number and ADP/IT-Access level of the contract in the Additional Information section. Contractors that do not have access to JPAS may submit visit authorizations by email in a password protected .pdf to the Contracting Officer Representative (COR) or Government point of contact (POC). [Fill-in the section below]

Primary COR:	Alternate COR:
Phone Number: (xxx) xxx-xxxx	Phone Number:
Email:	Email:
Security Manager Contact Information:	
Name:	Phone:
E-mail:	

If JPAS is not available, the VAL must contain the following information on company letterhead

Company name, address, telephone number, assigned CAGE Code, facility security clearance
 CAGE CODE
 Contract Number
 Name, SSN, date and place of birth, and citizenship of the employee intending to visit

Certification of personnel security clearance and any special access authorizations required for the visit (type of investigation & date, adjudication date & agency, and IT access level)

Name of COR/POC

Dates or period the VAL is to be valid

12.6 Security Contacts. DISA Security Personnel can be contacted for security related questions as follows:

For Industrial or Personnel Security related issues contact (301) 225-1235 or via mail at:

Defense Information Systems Agency
ATTN: MP61, Industrial Security
Command Building
6910 Cooper Ave.
Fort Meade, MD 20755-7088

Defense Information Systems Agency
ATTN: MP62, Personnel Security
Command Building
6910 Cooper Ave.
Fort Meade, MD 20755-7088

12.7 Information Security and other miscellaneous requirements.

12.7.1 Contractor personnel must comply with all local security requirements including entry and exit control for personnel and property at the Government facility.

12.7.2 Contractor employees will be required to comply with all Government security regulations and requirements. Initial and periodic safety and security training and briefings will be provided by Government security personnel. Failure to comply with Government security regulations and requirements will require the company to provide the Government with a written remediation/corrective action plan; furthermore, failure to comply with such requirements can be cause for removal and the contractor will not be able to provide service on this contract.

12.7.3. Contractor employees with an incident report in JPAS will not be permitted to provide service on a DISA contract.

12.7.4 The Contractor shall not divulge any information about DoD files, data processing activities or functions, user identifications, passwords, or any other knowledge that may be gained, to anyone who is not authorized to have access to such information. The Contractor shall observe and comply with the security provisions in effect at the DoD facility. Identification shall be worn and displayed as required.

12.7.5 DISA retains the right to request removal of contractor personnel regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interest of the Government.

12.7.6 Contractor personnel will generate or handle documents that contain For Official Use Only information at the Contractor and/or Government facility. Contractor shall have access to generate and handle classified material only at the location(s) listed in the place of performance section of this document. All contractor deliverables shall be marked in accordance with DoDM 5200.1, Vol. 3, Vol. 4, Information Security, DoD 5400.7-R, Freedom of Information Act Program, unless otherwise directed by the Government. The contractor shall comply with the provisions of the DoD Industrial Security Manual for handling classified material and producing deliverables. The contractor shall comply with DISA Instruction 630-230-19.

12.7.7 The Contractor shall afford the Government access to the contractor's facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to

safeguard against threats and hazards to the integrity, availability and confidentiality of data or to the function of information technology systems operated on behalf of DISA or DoD, and to preserve evidence of computer crime.

13. Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI). Contractor will require Government furnished computer hardware. The Government shall furnish DISA-provided laptops to personnel performing this effort. The Government shall furnish necessary GFI to perform contract requirements.

14. Other Pertinent Information or Special Considerations.

14.1. Identification of Possible Follow-on Work. Continued support of DTMS may be required beyond the period of performance of this task order and may be acquired through another competitive source selection process.

14.2 Identification of Potential Conflicts of Interest (COI). Contractor(s) must identify any actual or potential COI and its plan to avoid, neutralize or mitigate such conflicts.

14.3 Identification of Non-Disclosure Requirements. The governing security policy documents include DODD 8500.1, Information Assurance (IA), DODI 8500.2, Information Assurance (IA) Implementation; DODD 8570.1 Information Assurance Training Certification and Workforce Management and CJCSM 6510.01, Defense-In-Depth: Information Assurance (IA) and Computer Network Defense (CND). The contractor shall execute a DISA-provided contractor non-disclosure agreement (NDA) for this services contract. The NDA must be signed within 7 calendar days of contract award. The DISA contractor shall be responsible for obtaining and maintaining NDAs for each contractor employee assigned to the contract. Information may only be discussed with those persons outlined on the non-disclosure form. In addition, frequent interactions with other contractors and proprietary information may be required. The contractor shall execute non-disclosure agreements with these other contractors to accomplish the services required under this PWS. The execution of said agreements shall be the sole responsibility of the contractor.



nondisclosure
agreement contractor.

Deliverables: Monthly Status Report, The contractor is responsible for identifying that all personnel, to include any new personnel on the contract, have executed the DISA-provided NDA and the NDA is current as of the date of the monthly status report. Monthly status reports shall be sent to the KOs and CORs.

14.4 Packaging, Packing and Shipping Instructions. N/A

14.5 Inspection and Acceptance Criteria. The contractor shall provide full application capabilities as specified previously in this performance work statement. Contractor shall provide a product that is compliant with DoD systems architecture and cyber security requirements. This includes separation of the Cold Fusion/Web Server from the data base server.

14.6 Property Accountability. The contractor shall submit the attached Electronic Product List (see below) in addition to complying with all requirements of DFARS 252.211-7003. See DARS 252.211-9000, Requirement to Submit an Electronic Product List for additional information.



Electronic Products
List (EPL) Template - :

14.7 Intellectual Property/ Data Rights

The Government shall have an “unlimited rights” license as defined in DFAR 252.227-7013 in all information and materials created by the contractor performing work under the resulting PWS. This shall include, but is not limited to, documentation, reports, listings, technical data, all written materials, screenshots created for DTMS, conceptual designs, all documents identifying requirements functionality of the created DTMS system and all other documents pertaining to the work and services pursuant to this agreement. The Government has the right to inspect the work and will have access to, and the right to make copies of, the above mentioned items. All digital files, data, and other items generated in performance of this effort, shall become the property of the Government. The contractor shall provide a written list of all third-party, including open source software and its functionality that will be used in performing the tasks under this Agreement to the Contracting Officer for review and approval prior to use. The contractor shall also provide copies of all applicable license agreements for all third-party software that will be used in performing the tasks under this Agreement to the Contracting Office for review and approval.

The following clauses are incorporated into the contract in their entirety by reference herein:

DFAR 252/227-7013
 DFAR 252.227-7014
 DFAR 252.227-7015
 DFAR 252.227-7016
 DFAR 252.227-7017
 DFAR 252.227-7019
 DFAR 252.227-7028
 DFAR 252-227-7030
 DFAR 252.227-7038.

14.8 Mandatory Training

The Contractor shall complete all contractor mandatory training, as directed by the COR/ACOR and listed in the DISA Corporate Management Information System (CMIS) (<https://cmis.disa.mil/training/onlinetraining/designee/>), by the due date

15. Section 508 Accessibility Standards. The following Section 508 Accessibility Standard(s) (Technical Standards and Functional Performance Criteria) are applicable (if box is checked) to this acquisition.

Technical Standards

- ☒ 1194.21 - Software Applications and Operating Systems
- ☐ 1194.22 - Web Based Intranet and Internet Information and Applications
- ☐ 1194.23 - Telecommunications Products
- ☐ 1194.24 - Video and Multimedia Products
- ☐ 1194.25 - Self-Contained, Closed Products
- ☐ 1194.26 - Desktop and Portable Computers
- ☐ 1194.41 - Information, Documentation and Support

The Technical Standards above facilitate the assurance that the maximum technical standards are provided to the Offerors. Functional Performance Criteria is the minimally acceptable standards to ensure Section 508 compliance. This block is checked to ensure that the minimally acceptable electronic and information technology (E&IT) products are proposed.

Functional Performance Criteria

- ☒ 1194.31 - Functional Performance Criteria

QASP**QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

1. Contract or Task Order Title: DISA Talent Management System (DTMS) Readiness Assessment and Individual Development Plan (IDP) System and Workforce Development Competency Consulting Support Services.

2. Purpose: This QASP provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored?
- How monitoring will take place.
- Who will conduct the monitoring?
- How monitoring efforts and results will be documented.

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations may occur.

This QASP is a "living document" and the Government may review and revise it on a regular basis. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

3. Roles and Responsibilities:

The following personnel shall oversee and coordinate surveillance activities.

Program/Project Manager (PM) – The PM provides program oversight and supports the COR's performance assessment activities.

Contracting Officer (KO) – The KO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The KO shall also ensure that the contractor receives impartial, fair, and equitable treatment under this contract. Determine the final assessment of the contractor's performance.

Contracting Officer's Representative (COR) – The COR is responsible for providing continuous technical oversight of the contractor's performance. The COR uses the QASP to conduct the oversight/surveillance process. The COR shall keep a Quality Assurance file that accurately documents the contractor's actual performance. The purpose is to ensure that the contractor meets the performance standards contained in the contract. The COR is responsible for reporting early identification of performance problems to the KO. The COR is required to provide an annual performance assessment to the KO which will be used in documenting past performance. The QASP is the primary tool for documenting contractor performance. The COR is not empowered to make any contractual commitments or to authorize any contractual change on the Government's behalf.

Other Key Government Personnel- MP5 will provide additional surveillance and provide input with respect to the contractor's performance and quality of deliverables.

4. Primary Method of Surveillance: Periodic inspection is scheduled for all items. In addition, SD2 will also incorporate MP5's customer input.

- ✓ **Periodic Inspection:** These services are monitored weekly, monthly, quarterly, semiannually, annually, etc. Periodic types of activities are perfect for periodic inspection because not only are they infrequent, but there is normally a predetermined, specified time frame within which the tasks must be accomplished. Therefore, you know exactly when to conduct the evaluations. Periodic inspections automatically become 100 percent evaluations or "100 percent checks." Inspections should be divided and scheduled by frequency: annual, semiannual, quarterly, monthly, weekly and as required. Sometimes services are required for which the time or frequency cannot be predicted, such as accident investigations, one-time special tasking by higher headquarters, etc. These would be labeled "as required inspections." Others are known and predictable such as the quarterly status report or the monthly travel report currently included in some DISA service contracts.
- ✓ **Customer Input.** Although usually not a primary method, this is a valuable supplement to more systematic methods. For example, in a case where random sampling indicates unsatisfactory service, customer complaints can be used as substantiating evidence. In certain situations where customers can be relied upon to complain consistently when the quality of performance is poor, e.g., dining facilities, building services, customer surveys and customer complaints may be a primary surveillance method, and customer satisfaction an appropriate performance standard. In all cases, complaints should be documented, preferably on a standard form.

5. **Performance Standards:**

The Performance Standards are that all deliverables shall be on time, complete & accurate. Performance shall occur with no required reperformance or rework at least 90% of the time. Any problems that do occur should be minor and resolved in a satisfactory manner.

Surveillance Matrix

The Surveillance Matrix (Appendix 1) is the list of performance objectives and standards that must be performed by the contractor. This matrix details the method of surveillance the COR will use to validate and inspect these performance elements. Inspection of each element will be documented in the COR file.

Performance objectives define the desired outcomes. Performance Standards define the level of service required under the contract to successfully meet the performance objective. The inspection methodology defines how, when, and what will be assessed in measuring performance. The Government performance surveillance, using this QASP, to determine the quality of the contractor's performance as it relates to the performance element standards. The AQL performance Standard Table should be used to form the foundation of the COR's inspection checklist.

6. **Documenting Performance:**

Acceptable Performance.

The Government shall document positive performance. A Performance Assessment Report (PAR) template is attached (Appendix 2). Any report may become part of the supporting documentation for fixed price payments, award/incentive fee payments, Contractor Performance Assessment Reporting System (CPARS) entries, or other actions. Government acceptance of services permits the contractor to invoice for the service fee.

Unacceptable performance.

Unacceptable contractor performance can be identified by customer complaints (Appendix 3) or upon schedule surveillance evaluations. When unacceptable performance occurs, the COR shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. The COR shall document the discussion and place it in the COR file and provide a copy to the KO.

When the COR determines formal written communication is required, the COR shall prepare a Corrective Action Report (CAR). The CAR is forwarded to the KO for dissemination to the contractor. A CAR template is attached to this QASP (Appendix 4).

The contractor shall acknowledge receipt of the CAR in writing. The CAR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CAR will also state how long after receipt the contractor has to present this corrective action plan to the KO and COR. The Government may withhold payment for services until corrective action is taken. The Government shall review the contractor's corrective action plan to determine acceptability. Upon Government acceptance of the corrected services the contractor will be permitted to invoice for the service fee.

Any CAR may become a part of the supporting documentation for contract payment deductions, fixed fee deductions, award fee nonpayment, CPARS or other actions deemed necessary by the KO.

7. Mandatory or regulatory compliance items:

The contractor will provide initial proof of compliance with regulatory and compliance items contained in the contract. The Contracting Officer's Representative (COR) and the Contracting Officer (KO) will evaluate the initial submission and will conduct ad hoc reviews of the contractor's compliance throughout the remainder of the contract. The contractor will monitor compliance as required by FAR 52.222-50, Combating Trafficking in Persons, and report any issues to the KO.

8. Acceptable Quality Level (AQL):

The AQL for this project is 90% with minimal grammatical editing required due to the importance of the direct support to the mission. Revisions for grammar and content are minor and are re-solved within 2 business days.

9. Evaluation Method:

Work performance on this contract will be monitored and documented by the Government PM, COR, and in consultation with MP5. The COR or other Designee will evaluate deliverables IAW the Performance Standards found in Section 4 of this QASP. The COR will check that deliverables are turned in on time and will rely on Subject Matter Expert (SME) to verify technical content. All deliverables will be evaluated for depth and breadth of technical discussion and how they meet the requirements of the PWS.

The COR or other Designee reserves the right to perform oversight and surveillance of contractor performance at any time, but not as a disruption or impedance to contractor performance. The contractor shall be notified immediately (verbally if possible, but always in writing) of any discoveries requiring urgent attention/remedy/resolution. The COR will monitor outstanding issues until resolution. The COR shall document all notifications, discussions, and transmissions on contract matters.

10. Performance Rating

In evaluating the quality of contractor's performance, the following performance ratings may be used (same as CPAR ratings).

Performance Rating	Criteria
Exceptional	Performance meets contractual requirements and exceeds many to the government's benefits. The contractual performance of the element or sub-element being assessed was accomplished with no problems and contractor actions were highly effective.
Very Good	Performance meets contractual requirements and exceeds some to the government benefits. The contractual performance was accomplished with few minor problems for which corrective actions taken by the contractor were effective.
Satisfactory	Performance meets contractual requirements. The contractual performance contains some minor problems for which corrective actions taken by the contractor were satisfactory.
Marginal	Performance does not meet some contractual requirements. The contractual performance reflects a serious problem for which the contractor has not yet identified

	corrective actions. The contractor's proposed actions appear marginally effective or were not fully implemented.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Appendix 1 – Surveillance Matrix

Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance
Task 1: Program Management	Performance occurs with no required re-performance or re-work at least 90% of the time. Problems that occur are minor and are resolved in a satisfactory manner.	Periodic Inspection
Task 2: Implement and Configure the system	Materials contain required information and are delivered on time at least 90% of the time. Revisions that occur are minor and are resolved in a satisfactory manner.	Periodic Inspection with Customer Input
Task 3: System Maintenance	Performance occurs with no required re-performance or re-work at least 90% of the time. Problems that occur are minor and are resolved in a satisfactory manner.	Periodic Inspection
Task 4: Issue Resolution	Performance occurs with no required re-performance or re-work at least 90% of the time. Problems that occur are minor and are resolved in a satisfactory manner.	Periodic Inspection
Task 5: DTMS Readiness / Competencies	Performance occurs with no required re-performance or re-work at least 90% of the time. Problems that occur are minor and are resolved in a satisfactory manner.	Periodic Inspection with Customer Input
Task 6: System Training	Materials provided with no required re-performance or re-work, on time, at least 90% of the time. Documents are delivered on time at least 90% of the time, with minimal grammatical editing required. Revisions for grammar and content are minor and are resolved within 2 business days.	Periodic Inspection
Task 7: Additional Enhancements- Optional Task	Performance occurs with no required re-performance or re-work at least 90% of the time. Problems that occur are minor and are resolved in a satisfactory manner.	Periodic Inspection

Appendix 2 – Performance Assessment Report

PERFORMANCE ASSESSMENT REPORT (PAR)
(If more space is needed, use reverse and identify by number)

1. CONTRACT/TASK ORDER NUMBER	2. CONTRACTOR	3. TYPE OF SERVICES	
4. QUALITY ASSURANCE PERSONNEL (COR) SIGNATURE AND DATE		5. COR PHONE	6. SUSPENSE DATE
I. PERFORMANCE			
7. <input type="checkbox"/> DEFICIENCY (CHECK ALL BOXES THAT APPLY) <input type="checkbox"/> NEW <input type="checkbox"/> REPEAT <input type="checkbox"/> NO DEFICIENCY NOTED		8. SERVICES SUMMARY or PWS PARAGRAPH ITEM REVIEWED	
9. BRIEF DESCRIPTION OF DEFICIENCY (IF DEFICIENCY BOX WAS CHECKED)		10. DETAILED PERFORMANCE ASSESSMENT	
II. CONTRACTOR VALIDATION			
11. CONTRACTOR REPRESENTATIVE <input type="checkbox"/> CONCUR <input type="checkbox"/> NON-CONCUR		12. CORRECTIVE ACTION ESTIMATED COMPLETION DATE	
13. CONTRACTOR REPRESENTATIVE CORRECTIVE ACTION AND PREVENTION OF RECURRENCE <u>OR</u> REASON FOR NON-CONCURRENCE OF COR CITED DEFICIENCY			
III. ACTION CORRECTED			
14. <input type="checkbox"/> CONCUR <input type="checkbox"/> NON-CONCUR COR SIGNATURE AND DATE			
15. COR REMARKS (REQUIRED)			
6. CONTRACTOR REPRESENTATIVE REMARKS			

Appendix 3 – Customer Complaint Record

CUSTOMER COMPLAINT RECORD			DATE/TIME OF COMPLAINT
SOURCE OF COMPLAINT			
ORGANIZATION	BUILDING NUMBER	INDIVIDUAL	PHONE NUMBER

NATURE OF COMPLAINT
CONTRACT REFERENCE
VALIDATION
DATE/TIME CONTRACTOR INFORMED OF COMPLAINT
ACTION TAKEN BY CONTRACTOR
RECEIVED/VALIDATED BY

Appendix 4 – Corrective Action Report

CORRECTIVE ACTION REPORT (CAR) <i>(If more space is needed, use reverse and identify by number)</i>			
1. CONTRACTOR	2. CONTRACT NUMBER	3. TYPE OF SERVICES	
4. FUNCTIONAL AREA	5. SUSPENSE DATE	6. CONTROL NUMBER	

General Instructions

- (a) This section of the Information to Offerors provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The offeror's proposal must include all data and information requested by the RFP and must be submitted in accordance with these instructions. The offer shall be compliant with the requirements as stated in the Performance Work Statement (PWS). **Non-conformance with the instructions provided in this Information to Offerors may result in removal of the proposal from further evaluation.**
- (b) The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience and will base its evaluation on the information presented in the offeror's proposal.
- (c) The proposal acceptance period is 180 days. The Offeror shall make a clear statement in Section A of Volume IV- Proposal Documentation that the proposal is valid through this date.
- (d) In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals. Unless the Offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.

Point(s) of Contact

The Contracting Officer (KO) and the Contracting Specialists (CS) are the sole points of contact for this procurement. Address any questions or concerns you may have to the KO & CS. Written requests for clarification must be sent to the KO, Quinton Smith, quinton.a.smith.civ@mail.mil and CS, Michelle Rand, michelle.l.rand.civ@mail.mil. Oral communications are not permissible.

Debriefings

The Contracting Officer will notify offerors of any decision to exclude them from the competitive range; whereupon, they may request and receive a debriefing in accordance with FAR 15.505. Offerors excluded from the competitive range may request a pre-award debriefing or they may choose to wait until after the source selection decision to request a post-award debriefing. However, offerors excluded from the competitive range are entitled to no more than one debriefing for each proposal. The Contracting Officer will notify unsuccessful offerors in the competitive range of the source selection decision in accordance with FAR 15.506. Upon such notification, unsuccessful offerors may request and receive a debriefing. Offerors desiring a debriefing must make their request in accordance with the requirements of FAR 15.505 or 15.506, as applicable.

Discrepancies

If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the Contracting Officer in writing with supporting rationale as well. The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion, therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

Electronic Reference Documents

All referenced documents for this solicitation are available on the Federal Business Opportunities (FedBizOps) web site at <http://www.fedbizopps.gov>. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation. The Government shall communicate all formal information regarding this solicitation via the FedBizOps website. This is the only mechanism by which offerors will have access to this solicitation documentation released by the Government. It is the exclusive responsibility of interested/prospective contractors to gain access to and retain an account with FedBizOps. Any and all technical, connectivity, or other access-related issues (electronic or physical) regarding the FedBizOps must be directed to the FedBizOps systems administrators, Federal Service Desk (FSD) by phone at 1-866-606-8220. The Contracting Officer for this solicitation has no influence over FedBizOps regulations, policy and protocol.

Communications

Exchanges of source selection information between Government and offerors will be controlled by the Contracting Officer. Email may be used to transmit such information to offerors only if the email can be sent and received encrypted and includes "Source Selection Information – See FAR 2.101 & 3.104" in the Subject line. Otherwise,

source selection information will be transmitted via United States Post Office, commercial carrier like Federal Express or pick-up/delivery by a local representative.

Competitive Range Determination

The Government reserves the right to make award without discussions or establishment of a competitive range. In the event a competitive range is established and the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition. In accordance with FAR Part 15.306(c) (2), Offerors are advised that the competitive range may be further reduced for purposes of efficiency.

Special Notice to Offerors

The Government's obligation under this contract for all option periods is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. The Government reserves the right to begin services for the contract based upon funds available.

Organization/Number of Copies/Page Limits

The Offeror shall prepare the proposal as set forth in the Proposal Organization Table (Table 1.1 below). The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits and with the number of copies as specified. The contents of each proposal volume are described below:

Table 1.1 - Proposal Organization

VOLUME	VOLUME TITLE	PAGE LIMIT
I	Executive Summary	
Part A	Narrative	Shall not exceed 2 pages
Part B	Master Table of Contents	No Limit
Part C	Glossary/ Acronym List	No Limit
II	Technical/Management Volume	
Part A	Table of Contents	No Limit
Part B	List of Tables and Drawings	No Limit
Part C	Technical/Management Approach	Shall not exceed 25 pages
III	Past Performance Volume	
Part A	Summary	Shall not exceed 2 pages
Part B	Past Performance Information Sheets	Shall not exceed 3 pages per effort.
Part C	Consent Letters	3 pages per reference
Part D	Organizational Structure Change History	Shall not exceed 4 pages
IV	Price Volume	
Part A	Introduction	Shall not exceed 2 pages
Part B	Price Narrative	No Limit
Part C	Government Provided Excel Workbook	No Limit
Part D	Other Information	10 pages
V	Contract Documentation	No Limit

Page Limitations

Page limitations shall be treated as maximums. If exceeded, the excess pages may not be read or considered in the evaluation of the proposal. Page limitations may be placed on responses to Evaluation Notices (ENs). The specified

page limits for EN responses will be identified in the letters forwarding the ENs to the offerors. Page limitations shall not be circumvented by including inserted text boxes/pop-ups or internet links to additional information; such inclusions are not acceptable and will not be considered part of the proposal. The Government reserves the right not to consider for award any proposal that does not adhere to the administrative requirements of this solicitation. Each page shall be counted except as identified above. Pages shall be numbered per volume.

Page Size and Format

A page is defined as each face of a sheet of paper containing information. When both sides of a sheet display printed material, it shall be counted as two pages. Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single spaced with space between paragraphs. Except for the reproduced sections of the solicitation document, the text size shall be no less than 10 point Arial or Times New Roman font for all text. Tracking, kerning, and leading values shall not be changed from the default values of the word processing or page layout software. Use at least one inch margins on the top and bottom and side margins. Pages shall be numbered sequentially by volume. These page format restrictions shall apply to responses to ENs. These limitations shall apply to electronic proposals. Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. For tables, charts, graphs and figures, the text shall be no smaller than 10 point Arial or Times New Roman font for all text included in a table.

Pricing Information

All pricing information shall be addressed ONLY in the Price Proposal Volume.

Cross-Referencing

To the greatest extent possible, each volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross referencing to other volumes of the proposal. Information required for proposal evaluation which is not found in its designated volume will be assumed to have been omitted from the proposal. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity.

Indexing

Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections.

Labeling

Each volume of the proposal should be separately labeled. A cover sheet should be provided in each volume, clearly marked as to the volume number, title, copy number, solicitation identification, and the offeror's name. The Contractor shall apply all appropriate markings including those prescribed in accordance with FAR 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

Glossary of Abbreviations and Acronyms

A glossary of all abbreviations and acronyms used, with an explanation for each shall be provided as part of the executive summary. Glossaries of Abbreviations and Acronyms do not count against the page limitations.

Classified Information

Your response should not include classified information. If an Offeror believes its response must include classified information in order to be responsive to this solicitation, the Offeror shall immediately notify the Contracting Officer and Contract Specialist in writing with specific rationale.

Questions

Questions regarding this RFP shall be submitted using the Blank Question and Response template, Attachment 1. All questions (technical or otherwise) must be submitted via email (subject line: "Questions HC104717R0015") to michelle.l.rand.civ@mail.mil at any time but no later than 2:00 p.m. EDT., on 4 May 2017. Questions and/or comments received after the specified date/time may not be addressed by the Government. All questions and answers will be published to the FEDBIZOpps portal once addressed. No oral communications are permissible.

Electronic Submission of Offer

In order to respond to this solicitation, electronic proposals are to be submitted in lieu of paper copies. The maximum size of each email transmission to the Contracting Officer and Contract Specialist shall not exceed 20 MBs. If files are compressed, the necessary decompression program must be included. The electronic copies of the proposal shall be submitted in a format readable by Microsoft (MS) Office Word 2010, MS Office Excel 2010, MS Office Project 2010, and MS Office Power Point 2010, as applicable. For electronic copies, indicate on each document the volume number and title. Use separate files to permit rapid location of all portions, including subfactors, exhibits, annexes, and attachments, if any. Zip Files are not to be used under any circumstances. The DISA network/firewall will not allow zip files to be sent or received. Efforts by the Government to clarify or expedite installation of electronic proposal submissions, in accordance with FAR 15.207(c), will not be considered discussions. The Government is under no obligation to seek clarification regarding electronic proposal submissions if submissions cannot be opened or accessed.

It is the Offeror's responsibility to assure its proposal is received by the date and time specified below. Complete proposal packages must be submitted by the time and date for which proposals are due in order to be considered for award. Responses received after the time and date for which proposals are will be considered late and will not be considered. Responses must be submitted electronically to the following:

Contract Specialist, Michelle Rand at michelle.l.rand.civ@mail.mil
Contracting Officer, Quinton Smith at quinton.a.smith.civ@mail.mil

PROPOSAL DUE DATE: See Block 8 of the solicitation

In accordance with **FAR 52.212-1, Instructions to Offerors- Commercial Items and the additional Instructions to Offerors**, the offeror's proposal submission will be considered complete when all volumes are received.

Volume I: EXECUTIVE SUMMARY

In the executive summary volume, the offeror shall provide the following information:

Part A- Narrative

The narrative summary of the entire proposal should be concise, to include addressing the significant risks, and highlighting any key or unique features, excluding price. The salient features should tie in with **52.212-2, Evaluation- Commercial Items** evaluation factors/subfactors. Any summary material presented here shall not be considered as meeting the requirements for any portions of other volumes of the proposal.

The Offeror should explain and provide their overall approach and supporting rationale for how they will execute the requirement of the contract.

Part B- Table of Contents

Include a master table of contents of the entire proposal.

Part C - Glossary / Acronym List

Include a master glossary / acronym list defining all acronyms utilized throughout the proposal.

Volume II: TECHNICAL/MANAGEMENT VOLUME

General

The Technical/Management Volume should be specific and complete. Legibility, clarity, and coherence are very important. Your responses will be evaluated against the technical/management subfactors defined in **52.212-2, Evaluation- Commercial Items**. Using the instructions provided below, provide as specifically as possible the actual methodology you would use for accomplishing/satisfying these subfactors. All the requirements specified in the solicitation are mandatory. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

Format and Specific Content

Technical/Management Volume

In the Technical/Management volume, address your proposed approach to meeting or exceeding the minimum performance or capability requirements of each technical/management subfactor, as well as the risks in your proposed approach in terms of technical/performance, cost, and/or schedule. Address technical/management risk by identifying those aspects of the proposal you consider to have the potential for disruption of schedule, increased cost, poor performance, the need for increased Government oversight, and/or the likelihood of unsuccessful contract performance. Describe the impact of each identified risk in terms of its potential to interfere with or prevent the successful accomplishment of other contract requirements (e.g., PWS or specification requirements), whether or not those requirements are identified as subfactors. Propose a realistic "work-around" or risk mitigators for identified risks that will eliminate or reduce risk to an acceptable level. Identify any new risks introduced by such risk mitigation.

Volume Organization

The Technical/Management volume shall be organized according to the following general outline:

Part A	Table of Contents
Part B	List of Tables and Drawings
Part C	Technical/Management Approach

Part A- Table of Contents. Submit a Table of Contents for Volume II.

Part B- List of Tables and Drawings. Include a list of Tables and Drawings utilized throughout the Technical / Management Volume.

Part C- Technical Approach

The offeror's Technical Capabilities proposal should describe their capabilities to execute all tasks specified in Section 6 of the attached Performance Work Statement (PWS). It should clearly describe their approach to fully meet or exceed the requirements of the PWS. Additionally the offeror shall describe experience in executing work in this arena. This subfactor should also describe where the offeror sees risk and how they would solve, mitigate or reduce risks. Proposals should clearly show how the offeror will accomplish the tasks and why they have chosen that particular course.

Volume III- PAST PERFORMANCE VOLUME

General

Each Offeror shall submit a past performance volume with its proposal, containing past performance information in accordance with the format contained in this Attachment 2, Past and Present Performance Information Template. Offeror shall submit no more than three (3) total recent past/present performance efforts for evaluation, and each cited past performance shall not exceed three (3) pages. Offerors are cautioned that the Government will use data provided by each offeror in this volume and data obtained from other sources in the evaluation of past performance.

Along with the information required in this paragraph, the Offeror shall submit a consent letter (Attachment 3) executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing release of past performance information to the Offeror so the Offeror can respond to such information. Consent letters cannot exceed more than one page.

Recent Contracts

Recent efforts are those which have been performed during any portion of the last three (3) years from date of issuance of this RFP, including those efforts currently being performed. For those efforts currently being performed, the offeror must have been performing for at least six (6) months from the date of issuance of this RFP. Past performance information that fails this condition will not be further evaluated.

Relevant Contracts

Relevancy is determined by assessing whether the past performance effort proposed is relevant to the Technical/Management subfactors and the Price Factor contained in the RFP.

Specific Content

Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort and to what aspects of the proposed effort they relate. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. The offeror is required to clearly demonstrate management actions employed in overcoming problems and the effects of those actions in terms of improvements achieved or problems rectified. Categorize the relevant information into the specific technical/management subfactors used to evaluate the proposal.

Part A- Summary

In accordance with the page limitations set forth in Table 1.1, describe the roles of the Offeror, subcontractors, teaming partners, and/or joint venture partners.

Part B- Past Performance Information Sheets

Offeror shall submit no more than three (3) total recent past/present performance efforts for evaluation, and each cited past performance shall not exceed three (3) pages. (Note: Individual task orders under an ID/IQ contract are each considered to be one (1) past/present performance effort.) Information on up to two (2) recent contracts performed by an Offeror's significant teaming partners/subcontractors and significant subcontractors considered most relevant in demonstrating their ability to perform the proposed effort may be submitted. The Government considers a significant subcontractor and/or teaming partner to be a company who provides 20% or more of the support required, and /or company who provides a critical portion of the effort required and/or influences the results of performance. The maximum number of past performance efforts submitted by the prime Offeror and its teaming partners may not exceed three (3) total. Therefore, if two (2) subcontractor efforts are submitted, then maximum number of efforts submitted by the prime would be one (1) effort. Submit information using the format contained in the Past and Present Performance Information attachment to the solicitation. Include rational supporting your assertion of relevance.

Part C- Consent Letters

In accordance with the page limitations set forth in Table 1.1, the Offeror shall provide subcontractors, teaming partners, and/or joint venture partners consent or client authorization letters executed by each. These letters authorize the release of past performance information so the Offeror can respond to such information. A sample consent letter is provided at Attachment 3.

Part D- Organizational Structure Change History

Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant past efforts or between conclusion of recent past efforts and this source section. As a result, it is sometimes difficult to determine what past performance is relevant to this procurement. To facilitate this relevancy determination, include in this proposal volume a "roadmap" describing all changes in the organization of your company. A pamphlet or other commercial document describing such reorganizations may suffice. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation/confidence assessment. Since the Government intends to consider past performance information provided by other sources as well as that provided by the offerors, your "roadmap" should be both specifically applicable to the efforts you identify and general enough to apply to the efforts on which the Government receives information from other sources.

Volume IV– FACTOR 3: PRICE**General Instructions**

The following instructions are applicable to the prime offeror, subcontractors, teaming partners and joint venture partners. This section is to assist you in submitting information other than certified cost and pricing data that is required to evaluate the reasonableness and completeness of your proposed price. The Government will verify that all solicitation requirements have been priced, figures are correctly calculated, and prices are presented in a clear and useful format. Note that unreasonably high proposed prices, initially or subsequently, may be grounds for eliminating a proposal from competition. Additionally, unbalanced pricing poses an unacceptable risk to the Government and may be a reason to reject an offeror's proposal.

Price Reasonableness and Completeness

Price submissions should be sufficiently detailed to demonstrate their reasonableness and be adequate enough to support and sustain a DCAA audit. As this is a competed Firm Fixed Price effort, competition is largely determinative of price reasonableness.

Price Information

Pricing submitted for the base period and all option periods, including option pricing for an additional six-month period that may be authorized IAW FAR 52.217-8 "Option to Extend Services" will be evaluated. See FAR 52.217-8 which authorizes the Government to require continued performance of any services within the limits and at the rates specified in the contract. The pricing proposal should include separate line items by CLIN for the additional six-month period IAW FAR 52.217-8. These prices shall be identical to the proposed pricing in the six months prior to expiration of the final option period. The total evaluated price will consist of the proposed price for the base period, all option periods, and the option pricing for the additional 6-month period.

Supplemental Price Information

Information beyond that required by this instruction shall not be submitted, unless you consider it essential to document or support your cost/price position. All information relating to the proposed price, including all required supporting documentation must be included in the section of the proposal designated as the Price Volume. **Under no circumstances shall this information and documentation be included elsewhere in the proposal.**

Pricing Information Requirements

In accordance with FAR 15.403-1(b) and 15.403-3(a), data other than certified cost or pricing data may be required to support price reasonableness. Information shall be provided in accordance with FAR 15.403-5. If, after receipt of proposals, the KO determines the required conditions of adequate competition do not exist that there is insufficient information available to determine price reasonableness and none of the exceptions in FAR 15.403-1 apply, the offeror may be required to certify its submitted cost or pricing data (see: FAR 15.406-2 -- Certificate of Current Cost or Pricing Data).

Offeror and its subcontractor(s) shall provide whatever information is necessary to help the Government understand why the proposed prices are reasonable in its Price Narrative Document. Offeror and its subcontractor(s) shall disclose the location (Government site or the Contractor site per the PWS) of each proposed labor categories performance locations in its cost proposal

Offeror and any subcontractor(s) shall be responsible for ensuring compliance with the Service Contract Act (SCA) for all applicable labor categories. If Offerors believe that labor categories are subject to the SCA, they shall identify such labor categories as "SCA Labor" on their proposal. Offeror shall also disclose the state and county in which the proposed SCA labor categories will be performing its effort, the Wage Determination Schedule used for its proposed SCA labor rates, and the Occupation Code and Title for each proposed SCA labor category.

Volume Organization

The Price Volume shall consist of the following sections:

Part A - Introduction

The offeror shall describe their methodology used to establish their price. The Offeror shall provide information describing and detailing the evaluation it performed to determine the reasonableness of subcontractor prices on hourly labor rates. This analysis shall be provided to the Contracting Officer and may be submitted in accordance with the Offeror's internal accounting procedures; there is no specified format. The prime contractor shall also

specify what type of contract (firm-fixed-price, cost-reimbursement etc.) is proposed for each subcontractor. For any subcontractor proposed at or above the Truth In Negotiations Act (TINA) threshold, the Offeror shall provide, or instruct the subcontractor to provide evidence of accounting system adequacy if the subcontractor is performing on any basis other than Firm Fixed Price (FFP) or Time and Materials (T&M).

Part B- Price Narrative

The price narrative shall provide whatever information is necessary to help the Government understand why the proposed prices are reasonable. Each Offeror's price proposal shall contain sufficient quantitative and narrative documentation necessary to adequately support and explain the prices proposed, to include subcontractor proposed prices.

Price Summary Spreadsheet

Offerors are required to use the Government-provided Microsoft Excel Workbook to submit the cost and pricing data supporting its proposed price, Attachment 4. The Government-provided Microsoft Excel workbook is structured to facilitate the calculation of total labor hours proposed for each separate labor skill mix. This schedule shall include (and separately identify) subcontractors and inter-divisional transfer hours. In addition, the Offeror shall provide labor classification statements for each category of labor proposed (prime, subcontracts, and inter-divisional) describing position qualifications (education, years of experience, etc).

The price proposal shall be submitted using an .xls file (MS-Excel 2010) compatible format. The Microsoft Excel spreadsheets shall include all formulas and calculations and NOT be hard-numbered. Failure to comply with this section may result in Offeror's cost submission being determined non responsive. DO NOT SUBMIT a .pdf file.

The Offeror's spreadsheet(s) shall also include option pricing for an additional six-month period that may be authorized IAW FAR 52.217-8.

The Offeror must propose a CLIN 9999, Surge. The Government may require surge support during the base or any option period. The Government is providing a percentage value to be used by all offerors when proposing surge: surge support will not exceed 20% of the offeror's total proposed cost/price for the base and all option periods, excluding the six-month extension of services pursuant to FAR 52.217-8. Offerors are instructed to propose this EXACT percentage for Surge CLIN 9999. In the event the Government does elect to exercise the Surge Option, surge support will be realigned under new or existing CLINs for the relevant task areas identified in the PWS, and an equal amount will be deducted from Optional Surge CLIN 9999. The Government will not conduct a cost realism analysis on Optional Surge CLIN 9999 if all other labor CLINs under the contract/task order are firm-fixed price.

The Offeror is required to submit prices for all labor categories proposed in accordance with the Performance Work Statement. The Offeror shall complete a labor rate tab in the workbook that encompasses fully-loaded/burdened labor rates for all labor categories proposed for all contract years. The labor rates and indirect loadings rates for the six-month option period shall be the same as those in effect for the final option period.

Part D – Other Price Related Information

Any other information related to pricing, if necessary, shall be included in this section.

Volume V – Contract Documentation

Representations and Certifications

The purpose of this volume is to provide information to the Government for preparing the contract document and supporting file. The Offeror's proposal must include a signed copy of the solicitation and completion of Sections A through K.

Solicitation/Contract Form

Completion, signature, and date for blocks 30a and 30b of the Standard Form (SF) 1449. Signature by the Offeror on the SF1449 constitutes an offer, which the Government may accept. Offerors may also submit signed copies of

each SF1449 which acknowledges receipt of every RFP Amendment if they don't acknowledge amendments on the SF1449.

The Offeror shall state in their Transmittal Letter that its proposal is valid for no less than 180 days from the date of submission of its' proposal response to the RFP.

Supplies or Services and Costs/Prices

Provide completed pricing information in the CLIN section of the RFP.

Deliveries or Performance

No submission is required

Contract Administrative Data

No submission required.

Special Contract Requirements

Organizational Conflicts of Interest (OCI) Mitigation Plan

The Offeror shall submit a Mitigation Plan that addresses all actual or potential Organizational and Consultant Conflicts of Interest (OCCI) as described in FAR Subpart 9.5. The plan should address the issues in adequate detail for the KO to determine whether an OCI exists or has or can be mitigated.

If an Offeror does not believe that any actual or potential OCCI exists, the Offeror shall include a statement to that effect as part of its proposal.

To facilitate resolution of any potential or actual OCCIs, Offerors are encouraged to submit their OCCI Plans in advance of the proposal submission due date.

The Offeror's OCCI Mitigation Plan shall provide any and all methods to avoid, neutralize, or mitigate present and future conflicts of interest. The plan should encompass the prime and all teaming partners. The plan should be specific as related to this requirement. As part of its OCCI Mitigation Plan, the Offeror must identify which contracts or subcontracts it will continue to support and those it intends to terminate or allow to lapse to eliminate any conflicts of interest. It should also address other resolution and mitigation measures to include the divestment of business units.

The Government's review of the offeror's Organizational and Consultant Conflict of Interest (OCCI) Mitigation plan will consider the following in determining whether the plan is acceptable:

- a) the degree to which the Offeror addressed OCCI concerns,
- b) the Offeror's approach for mitigating actual OCCI issues,
- c) the Offeror's approach to mitigate potential OCCI issues,
- d) the adequacy of its OCCI training and oversight programs,
- e) the adequacy of its procedures, and
- f) whether or not the Offeror's OCCI plan and / or mitigation strategy complies with all regulatory and statutory requirements, including FAR Subpart 9.5.

Section 508 Accessibility Standards

Section 508 Accessibility Standards do apply to this requirement. Section 508 requirements are listed in the PWS. Compliance with Section 508 standards will be considered prior to evaluating any of the selection criteria listed below. Any proposal failing to meet the Section 508 Accessibility Standards, as listed in the PWS, shall be eliminated from consideration for award.

Contract Clauses

See RFP. The Offeror shall comply with the provisions and clauses provided in the SF1449. Please note that many clauses require the prime Contractor to include the same or similar clause in contracts with subcontractors.

Representations, Certifications, and other Statements of Offerors

See RFP. Offerors must comply with the clause in Section I – 52.204-7 entitled “System for Award Management.” The Contracting Officer will check the System for Award Management (SAM) for those Offerors who have been determined to be within the competitive range. Offerors who are not registered in SAM will be advised of the need to register. An Offeror may be determined ineligible for contract award if not registered within SAM at time of award. Offerors are also required to complete additional representations, certifications, acknowledgments and statements reflected in the SF1449 of this solicitation.

Other Information Required

Authorized Offeror Personnel

Provide the name, title, and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

Company/Division Address, Identifying Codes, and Applicable Designations

Provide company/division's street address, county and facility code; CAGE code; DUNS code; TIN; size of business (large or small); and labor surplus area designation. This same information must be provided if the work for this contract will be performed at any other locations. List all locations where work is to be performed and indicate whether such facility is a division, affiliate, or subcontractor, and the percentage of work to be performed at each location.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	DTMS System License FFP DTMS System License	1	Years		
	Base Period: June 15, 2017- June 14, 2018 FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	PWS Task 6.1 FFP PWS 6.1- Task 1- Program Management	12	Months		
	Base Period: June 15, 2017- June 14, 2018 FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	PWS Task 6.2 FFP PWS 6.2-Task 2- System Implementation and Configuration	1	Lot		
	Base Period: June 15, 2017- June 14, 2018 FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	PWS Task 6.3 FFP PWS 6.3- Task 3- System Maintenance	12	Months		
	Base Period: June 15, 2017- June 14, 2018 FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	PWS Task 6.4 FFP PWS 6.4- Task 4- Issue/ Incident Resolution	12	Months		
	Base Period: June 15, 2017- June 14, 2018 FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	PWS Task 6.5 FFP PWS 6.5- Task 5- DTMS Readiness/Competencies	12	Months		
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	PWS Task 6.6 FFP PWS 6.6- Task 6- System Training	12	Months		
	Base Period: June 15, 2017- June 14, 2018 FOB: Destination				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	DTMS System License FFP DTMS System License	1	Years		
	Option Period 1: June 15, 2018- June 14, 2019 FOB: Destination				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		12	Months		
OPTION	PWS Task 6.1				
	FFP				
	PWS 6.1- Task 1- Program Management				
	Base Period: June 15, 2018- June 14, 2019				
	FOB: Destination				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		12	Months		
OPTION	PWS Task 6.3				
	FFP				
	PWS 6.3- Task 3- System Maintenance				
	Base Period: June 15, 2018- June 14, 2019				
	FOB: Destination				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		12	Months		
OPTION	PWS Task 6.4				
	FFP				
	PWS 6.4- Task 4- Issue/ Incident Resolution				
	Base Period: June 15, 2018- June 14, 2019				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		12	Months		
OPTION	PWS Task 6.5				
	FFP				
	PWS 6.5- Task 5- DTMS Readiness/Competencies				
	Base Period: June 15, 2018- June 14, 2019				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		12	Months		
OPTION	PWS Task 6.6				
	FFP				
	PWS 6.6- Task 6- System Training				
	Base Period: June 15, 2018- June 14, 2019				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		1	Years		
OPTION	DTMS System License				
	FFP				
	DTMS System License				
	Option Period 1: June 15, 2019- June 14, 2020				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		12	Months		
OPTION	PWS Task 6.1 FFP PWS 6.1- Task 1- Program Management				
	Base Period: June 15, 2019- June 14, 2020 FOB: Destination				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		12	Months		
OPTION	PWS Task 6.3 FFP PWS 6.3- Task 3- System Maintenance				
	Base Period: June 15, 2019- June 14, 2020 FOB: Destination				
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NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		12	Months		
OPTION	PWS Task 6.4 FFP PWS 6.4- Task 4- Issue/ Incident Resolution				
	Base Period: June 15, 2019- June 14, 2020 FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005		12	Months		
OPTION	PWS Task 6.5 FFP PWS 6.5- Task 5- DTMS Readiness/Competencies				
	Base Period: June 15, 2019- June 14, 2020 FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006		12	Months		
OPTION	PWS Task 6.6 FFP PWS 6.6- Task 6- System Training				
	Base Period: June 15, 2019- June 14, 2020 FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		1	Years		
OPTION	DTMS System License				
	FFP				
	DTMS System License				
	Option Period 1: June 15, 2020- June 14, 2021				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		12	Months		
OPTION	PWS Task 6.1				
	FFP				
	PWS 6.1- Task 1- Program Management				
	Base Period: June 15, 2020- June 14, 2021				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		12	Months		
OPTION	PWS Task 6.3 FFP PWS 6.3- Task 3- System Maintenance				
	Base Period: June 15, 2020- June 14, 2021 FOB: Destination				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004		12	Months		
OPTION	PWS Task 6.4 FFP PWS 6.4- Task 4- Issue/ Incident Resolution				
	Base Period: June 15, 2020- June 14, 2021 FOB: Destination				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005		12	Months		
OPTION	PWS Task 6.5 FFP PWS 6.5- Task 5- DTMS Readiness/Competencies				
	Base Period: June 15, 2020- June 14, 2021 FOB: Destination				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006 OPTION	PWS Task 6.6 FFP PWS 6.6- Task 6- System Training	12	Months		
	Base Period: June 15, 2020- June 14, 2021 FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9999 OPTION	SURGE- 20% COST The Government may require additional support (20% of lifecycle value) in accordance with PWS Section 6.7- Additional Enhancements- Optional Task. This surge CLIN will be used to fund the support of 6.7.1, 6.7.2, and 6.7.3 if needed. Surge support may occur during the base or any option period, and surge modifications will be in-scope to provide increased support for the defined task areas of the PWS. Surge support is OPTIONAL and is not a guarantee. If the Government determines that an increased quantity of support is required for the task areas defined in the PWS, the Government reserves the right to exercise the Surge Option unilaterally. The Contracting Officer will provide written notice to the Contractor at least 10 calendar days prior to any unilateral exercise of the Surge Option. In the event the Government does elect to exercise the Surge Option, surge support will be realigned under new or existing CLINs for the relevant task areas identified in the PWS, and an equal amount will be deducted from the Surge CLIN not-to-exceed amount. Surge support will be provided at the same labor rates proposed and found fair and reasonable at time of contract/task order award for the applicable period of performance. FOB: Destination		Lot		

ESTIMATED COST

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
9999	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 15-JUN-2017 TO 14-JUN-2018	N/A	N/A FOB: Destination	
0002	POP 15-JUN-2017 TO 14-JUN-2018	N/A	N/A FOB: Destination	
0003	POP 15-JUN-2017 TO 14-JUN-2018	N/A	N/A FOB: Destination	
0004	POP 15-JUN-2017 TO 14-JUN-2018	N/A	N/A FOB: Destination	
0005	POP 15-JUN-2017 TO 14-JUN-2018	N/A	N/A FOB: Destination	
0006	POP 15-JUN-2017 TO 15-JUN-2018	N/A	N/A FOB: Destination	

0007	POP 15-JUN-2017 TO 14-JUN-2018	N/A	N/A FOB: Destination
1001	POP 15-JUN-2018 TO 14-JUN-2019	N/A	N/A FOB: Destination
1002	POP 15-JUN-2018 TO 14-JUN-2019	N/A	N/A FOB: Destination
1003	POP 15-JUN-2018 TO 14-JUN-2019	N/A	N/A FOB: Destination
1004	POP 15-JUN-2018 TO 14-JUN-2019	N/A	N/A FOB: Destination
1005	POP 15-JUN-2018 TO 14-JUN-2019	N/A	N/A FOB: Destination
1006	POP 15-JUN-2018 TO 14-JUN-2019	N/A	N/A FOB: Destination
2001	POP 15-JUN-2019 TO 14-JUN-2020	N/A	N/A FOB: Destination
2002	POP 15-JUN-2019 TO 14-JUN-2020	N/A	N/A FOB: Destination
2003	POP 15-JUN-2019 TO 14-JUN-2020	N/A	N/A FOB: Destination
2004	POP 15-JUN-2019 TO 14-JUN-2020	N/A	N/A FOB: Destination
2005	POP 15-JUN-2019 TO 14-JUN-2020	N/A	N/A FOB: Destination
2006	POP 15-JUN-2019 TO 14-JUN-2020	N/A	N/A FOB: Destination
3001	POP 15-JUN-2020 TO 14-JUN-2021	N/A	N/A FOB: Destination
3002	POP 15-JUN-2020 TO 14-JUN-2021	N/A	N/A FOB: Destination
3003	POP 15-JUN-2020 TO 14-JUN-2021	N/A	N/A FOB: Destination
3004	POP 15-JUN-2020 TO 14-JUN-2021	N/A	N/A FOB: Destination
3005	POP 15-JUN-2020 TO 14-JUN-2021	N/A	N/A FOB: Destination

3006	POP 15-JUN-2020 TO 14-JUN-2021	N/A	N/A FOB: Destination
9999	POP 15-JUN-2017 TO 14-JUN-2021	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2016
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-22	Limitation Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.245-1	Government Property	JAN 2017
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008

252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-0002	Line Item Specific: Sequential ACRN Order	SEP 2009
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.222-7007	Representation Regarding Combating Trafficking in Persons	JAN 2015
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	JUN 2012
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7010	Cloud Computing Services	OCT 2016
252.239-7017	Notice of Supply Chain Risk	NOV 2013
252.239-7018	Supply Chain Risk	OCT 2015
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	SEP 2016
252.246-7001 Alt II	Warranty Of Data (Mar 2014) - Alternate II	MAR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.204-9000 Points of Contact (AUG 2005)

Contracting Officer

Name: Quinton Smith

Organization/Office Symbol: PL62

Phone No.: 301-225-4087

E-Mail Address: quinton.a.smith.civ@mail.mil

Contract Specialist

Name: Michelle Rand

Organization/Office Symbol: PL62

Phone No.: 301-225-4084

E-Mail Address: michelle.l.rand.civ@mail.mil

Customer/COR/TM Point of Contact

Name:

Organization/Office Symbol:

Phone No.:

E-Mail Address:

Contractor Point of Contact

Contractor Legal Business Name:

DUNS:

CAGE CODE:

Contractor POC:

E-Mail Address:

Phone Number:

Fax Number:

(End of clause)

52.204-9001 CONTRACT/ORDER CLOSEOUT—FIXED-PRICE, TIME-AND-MATERIALS, OR LABOR-HOURS (JAN 2007)

Timely contract closeout is a priority under this contract/order. The Contractor shall submit a final invoice within ninety (90) calendar days after the expiration of this contract/order, unless the Contractor requests and is granted an extension by the Contracting Officer, in writing. In addition, and concurrent with the submission of the final invoice, the Contractor shall notify the Contracting Officer of the amount of excess funds that can be deobligated from this contract/order so the closeout process can begin as soon as possible upon expiration of this contract/order. A bilateral contract/order closeout modification will be forwarded to the Contractor by the Contracting Officer and must be signed by the Contractor and returned to the Contracting Officer within thirty (30) calendar days of issuance of the modification. A Contractor's failure to respond and/or sign the bilateral closeout modification within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the Contracting Officer to deobligate excess funds and close this contract/order.

If this contract/order contains option periods, the Contractor is required to submit an invoice within ninety (90) calendar days after expiration of the base period of performance and the expiration of each exercised option period of performance to allow for deobligation of excess funds that were obligated in those respective periods of

performance.

(End of clause)

52.209-9000 ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (OCCI) (DEC 2014)

(a) An offeror shall identify in its proposal, quote, bid or any resulting contract, any potential or actual Organizational and Consultant Conflicts of Interest (OCCI) as described in FAR Subpart 9.5. This includes actual or potential conflicts of interests of proposed subcontractors. If an offeror identifies in its proposal, quote, bid or any resulting contract, a potential or actual conflict of interests the offeror shall submit an Organizational and Consultant Conflicts of Interest Mitigation Plan to the contracting officer. The Organizational and Consultant Conflicts of Interest Mitigation Plan shall describe how the offeror addresses potential or actual conflicts of interest and identify how they will avoid, neutralize, or mitigate present or future conflicts of interest.

(b) Offerors must consider whether their involvement and participation raises any OCCI issues, especially in the following areas when:

(1) Providing systems engineering and technical direction.

(2) Preparing specifications or work statements and/or objectives.

(3) Providing evaluation services.

(4) Obtaining access to proprietary information.

(c) If a prime contractor or subcontractor breaches any of the OCCI restrictions, or does not disclose or misrepresents any relevant facts concerning its conflict of interest, the government may take appropriate action, including terminating the contract, in addition to any remedies that may be otherwise permitted by the contract or operation of law.

(End of clause)

52.211-9000 REQUIREMENT TO SUBMIT AN ELECTRONIC PRODUCT LIST (OCT 2015)

The contractor shall submit the following in addition to complying with all requirements of DFARS 252.211-7003, Item Identification and Valuation:

(a) Complete the Electronic Product List (EPL) attached to this contract for all products delivered under this contract. If a copy of the EPL has not been provide with the contract document, the EPL should be obtained from the Contracting Officer. A separate EPL shall be submitted each time products are delivered under this contract, including when products are replaced through a warranty or service support agreement.

(b) The EPL shall be delivered electronically for review and approval to the Acceptor identified as the Customer/COR/TM Point of Contact in the clause at 52.204-9000, Points of Contact if method of payment is via the government purchase card, or the WAWF point of contact identified in the clause at DFARS 252.232-7006, Wide Area WorkFlow Payment Instructions for contracts process through WAWF. A copy of the EPL shall also be submitted to the Manpower, Personnel and Security (MPS) Directorate at the following email address: disa.meade.mps.list.mps31-warehouse-branch-cam-l@mail.mil.

(c) The contractor shall submit the EPL to the Acceptor and MPS in advance of or concurrently with delivery of products. The Acceptor will not accept products delivered under this contract until the EPL is approved.

(d) If the EPL is delivered in advance of the products, the Acceptor will notify the contractor via email if the list is approved or disapproved. If the EPL is delivered concurrently with the products, acceptance of the products delivered via WAWF will also serve as approval of the EPL.

(End of clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2017)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such

action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this

solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

After receipt of proposals, the Government will first evaluate the lowest price proposal. If the lowest price proposal is determined to be technically acceptable and otherwise properly awardable, award will be made to that offeror. The Government reserves the right to evaluate only the lowest price proposal or to conduct further evaluations of additional proposals.

Technical/Management

This effort will use a **lowest price technically acceptable (LPTA)** evaluation methodology. **The technical/management approach will be evaluated for technical acceptability.** In order for a contractor's technical/management proposal to be rated Technically Acceptable overall, each of the following subfactors must be rated acceptable.

Subfactor 1: The solution includes a commercial, non developmental Talent Management System with a Readiness Assessment and Individual Development Plan / Career Planning module which provides for tracking and reporting of assessment status through the phases of an assessment – e.g. not started, in progress, etc. The solution needs to be able to ingest Joint Table of Distribution (JTD) data to mirror DISA's organizational hierarchy. (PWS Task 6.2.1; 6.2.6; 6.2.7)

Subfactor 2: The solution needs to provide a robust reporting function for assessments, as well as provide for the ability to report competency across various factors (e.g. by series). The solution should include reporting functions, including the following reports: Adjustable Readiness Measurement reports, Top 5 Competencies, Top 5 Below

Competencies standards, and skill gaps (job series shortages and overages which include where we have excess skills and where we are lacking). Reports should be able to be viewed on screen, or downloaded in different print ready PDF and Microsoft Excel formats. (PWS Task 6.2.2)

Subfactor 3: The system will create Competency Development Guides (CDGs) that will be included for each series, Information Assurance (IA), and (Defense Acquisition Workforce Improvement Act (DAWIA), and FM 500 Series and for each performance level. The CDGs provide employees with a comprehensive list of professional, leadership, and technical competencies as well as associated developmental activities from DISA eLearning training, DOTS, DAU, etc. (PWS 6.2.18)

Past Performance

Past Performance will be evaluated on the basis of acceptable/unacceptable and will be considered only after the technical proposal/quotation is determined acceptable.

Below are the applicable rating charts:

Table 1. Technical/Management Ratings	
Rating	Description
Acceptable	Proposal/quotation clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal/quotation does not clearly meet the minimum requirements of the solicitation.

Table 2. Past Performance Ratings	
Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.
Unacceptable	Based on the offeror's performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.

Price/Cost

The offeror's price/cost proposal will be evaluated, using one or more of the techniques defined in FAR 15.404, in order to determine if it is fair and reasonable, balanced and complete. The Government will determine completeness of the offeror's proposal by verifying that all solicitation requirements have been priced, figures are correctly calculated, and costs are presented in a clear and useful format.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2017)
ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) *Definitions.* As used in this provision--

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means--

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ ”. The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

(1) Department of Labor Wage and Hour Division (WHD) for--

- (i) The Fair Labor Standards Act;
- (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
- (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
- (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
- (v) The Family and Medical Leave Act; and
- (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for--
 - (i) The Occupational Safety and Health Act of 1970; and
 - (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--
 - (i) Section 503 of the Rehabilitation Act of 1973;
 - (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
 - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for--
 - (i) Title VII of the Civil Rights Act of 1964;
 - (ii) The Americans with Disabilities Act of 1990;
 - (iii) The Age Discrimination in Employment Act of 1967; and
 - (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;

- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [____] is, [____] is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [____] is, [____] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [____] is, [____] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no

material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ .*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [____] has, [____] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [____] has, [____] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that --

(i) It [____] has developed and has on file, [____] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [____] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

—

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are

no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [☐] Are, [☐] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [☐] Have, [☐] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [☐] Are, [☐] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [☐] Have, [☐] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals. Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[☐] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [☐] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [☐] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) [☐] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [☐] does [☐] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [____] Certain services as described in FAR 22.1003-4(d)(1). The offeror [____] does [____] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[____] TIN: ____ .

[____] TIN has been applied for.

[____] TIN is not required because:

[____] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[____] Offeror is an agency or instrumentality of a foreign government;

[____] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[____] Sole proprietorship;

[____] Partnership;

[____] Corporate entity (not tax-exempt);

[____] Corporate entity (tax-exempt);

[____] Government entity (Federal, State, or local);

[____] Foreign government;

[____] International organization per 26 CFR 1.6049-4;

[____] Other ____ .

(5) Common parent.

[____] Offeror is not owned or controlled by a common parent:

[____] Name and TIN of common parent:

Name ____

TIN ____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It [____] is, [____] is not an inverted domestic corporation; and

(ii) It [____] is, [____] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [____] has or [____] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.
 Highest-level owner legal name: _____.
 (Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____.

(Do not use a "doing business as" name).

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror [____] does [____] does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror [____] does [____] does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked ``does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

[](i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [☐] does, [☐] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [☐] does, [☐] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

_____ .

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JAN 2017)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, "Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
 - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
 - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
 - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
 - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
 - (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other

Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

____ (10) [Reserved]

____ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

X (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Nov 2016) of 52.219-9.

____ (iii) Alternate II (Nov 2016) of 52.219-9.

____ (iv) Alternate III (Nov 2016) of 52.219-9.

____ (v) Alternate IV (Nov 2016) of 52.219-9.

X (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

X (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

____ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

____ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

- _____ (ii) Alternate I (OCT 2015) of 52.223-13.
- _____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- _____ (ii) Alternate I (Jun 2014) of 52.223-14.
- _____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- _____ (43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- _____ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- _____ (45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).
- _____ (46) 52.223-21, Foams (June, 2016) (E.O. 13693).
- X (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- _____ (ii) Alternate I (JAN 2017) of 52.224-3.
- _____ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- _____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- _____ (ii) Alternate I (May 2014) of 52.225-3.
- _____ (iii) Alternate II (May 2014) of 52.225-3.
- _____ (iv) Alternate III (May 2014) of 52.225-3.
- _____ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- _____ (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- _____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- _____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150
- _____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- _____ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- _____ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

X (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

____ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

____ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

____ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

____ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

____ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) **X** (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 48 months.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to

this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code - assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.237-9001 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (eCMRA) REPORTING (JAN 2015)

The contractor shall ensure ALL contractor labor hours including subcontractor, at all levels/tiers, labor hours required for the performance of services provided under this contract are reported via a secure data collection site.

The contractor and all subcontractors, at all levels/tiers, providing direct labor under this contract shall report complete and accurate data for the labor executed during the period of performance during each Government fiscal year (FY), which runs from October 1 to September 30. The Contractor shall input the data into the appropriate eCMRA reporting tool, which can be accessed via a secure web site at <http://www.ecmra.mil/>. There are four separate eCMRA tools: Army, Air Force, Navy and All Other Defense Components. The appropriate eCMRA reporting tool to use is determined by the requiring activity being supported (e.g., if DISA awards a contract for an Air Force requiring activity, the contractor shall load the required reporting data in the "Department of Air Force CMRA" tool). While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. The contractor shall completely fill in all required data fields. The contractor shall enter initial data into the appropriate eCMRA tool to establish the basic contract record no later than 15 working days after receipt of contract award or contract modification incorporating this clause. The contractor shall notify the COR when the basic contract record has been established in the appropriate eCMRA tool.

eCMRA User Manuals and Frequently Asked Questions (FAQs) are available at <http://www.ecmra.mil/>

Contractors may direct technical questions to the eCMRA help desk at usaf.pentagon.saf-aq.mbx.cmra-help-desk-dod@mail.mil

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area Workflow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor's business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”).

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) _____ is/are incrementally funded. For this/these item(s), the sum of \$---- _____ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such

equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$--

(month) (day), (year) \$----

(month) (day), (year) \$----

(month) (day), (year) \$----

(End of clause)

252.239-7009 REPRESENTATION OF USE OF CLOUD COMPUTING (SEPT 2015)

(a) Definition. Cloud computing, as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) Representation. The Offeror represents that it--

___ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Attachment 1- Question and Answer Template		25-APR-2017
Attachment 2	Attachment 2- Past Performance Template		25-APR-2017
Attachment 3	Attachment 3- Past Performance Consent Letter		25-APR-2017
Attachment 4	Attachment 4- Price Worksheet		25-APR-2017